ROADWORTHINESS .. .. .. p. 923
COSTS .. .. p. 924

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The Solicitors' Journal

VOL. LXXVIII. **Saturday, December 29, 1934.** No. 52

Current Topics: Juries and Damages —The Tithe Commission: Further Evidence — The County Courts (Amendment) Act, 1934 — Driving Tests: Examiners—Nature of the Test — Workmen's Compensation (Coal Mines) Act, 1934 — "Share Out" Clubs—More New Rules, 1935 921

Roadworthiness 923

Costs 924

A Conveyancer's Diary 925

Landlord and Tenant Notebook .. 926

Our County Court Letter 927

Obituary 927

Points in Practice 928

To-day and Yesterday 929

Notes of Cases—

In re T. H. Godwin; *Ex parte* The Trustee *v.* Morris 930

Simpson *v.* Geoghegan 930

Russell, D. W. (Countess) *v.* Russell, B. A. W. (Earl) 930

Table of Cases previously reported in current volume—Part II 931

Reviews 932

Books Received 932

Societies 932

The Law Society 933

Rules and Orders 934

Parliamentary News 936

Legal Notes and News 936

Stock Exchange Prices of certain Trustee Securities 936

Current Topics.

Juries and Damages.

LAST week the Court of Appeal allowed an appeal in a motor accident case and ordered a new trial confined to the question of damages, which, in amount, seemed to err on the side of generosity. During the hearing Lord Justice MAUGHAM commented on the much larger amounts now frequently awarded by juries in assessing damages as compared with those given in former days, and this increase, in the Lord Justice's opinion, was not wholly unconnected with the fact that in practically every case of injuries sustained in motor accident cases, owing to the operation of recent legislation, the bill, when damages are awarded, has to be met, not by the owner of the car which has been negligently driven, but by an insurance company. In view of this the Lord Justice expressed the hope that in cases of this nature the trial judge should be particularly careful in directing the jury on the subject of damages not to use words which might tend to swell the amount beyond what was strictly warranted by the evidence. Juries are apt at times to be too well-meaning; they remember that they personally will not have to pay the damages, and they remember, too, that behind the defendant there is a wealthy insurance company.

The Tithe Commission: Further Evidence.

TOWARDS the end of last month evidence was given by representatives of the Chartered Surveyors' Institution at a public sitting of the Royal Commission on Tithe Rent-charge at Westminster under the presidency of Sir JOHN FISCHER WILLIAMS, K.C. Members of the institution act for landlords and tenants, tithe owners and tithe payers. The opinion was given that the additional relief provided by the Bill of 1934—that relief be extended from one-third to three-fifths of Sched. B valuation—would fairly meet all cases of hardship. Production of the Inspector of Taxes' certificate relative to the amount of the Sched. B assessment should be sufficient to secure relief and an application to the county court should not be necessary. As tithe rent-charge is payable in arrear and rates are payable in advance, any amending Act should make it clear that the tithe owner should be entitled to be repaid rates on any tithe rent-charge remitted. The production of the aforementioned certificate, together with reasonable evidence of remission, should be sufficient to secure repayment under this head. It was recommended that the cost of future altered apportionments should be borne equally by the tithe owner and the landowner. Redemption was to be encouraged and should be available at a multiplier based on 1 per cent. above the average yield of Government securities at the time. No conclusion had been reached concerning any improved method of recovering arrears, but the provision included in the Bill already alluded to of making the debt a personal one was not favoured. A memorandum of evidence submitted by the National Tithepayers' Association, on 6th December, recalled the plan put forward in June, 1933, for extinguishment of all tithe by payment of a lump sum to be advanced by the Government or a loan corporation and repaid by tithe-payers by an annual sum at 3 per cent. interest. On a footing of ten years' purchase, £31,500,000 would be required, and the annual amount of repayment would be £2,118,375. The redemption of tithe would relieve the Exchequer of an annual payment in respect of rates amounting to £550,000, so that the sum for which tithe-payers would be responsible annually to the Government for twenty years would be £1,568,375. It might be arranged that the sum should not exceed 3s. in the pound of the annual value of the land. The chairman remarked that the scheme involved a very drastic reduction in the value of property. At the commencement of the same sitting the chairman indicated that any statement attributing to the Commission the formation of any plan of holding consultation either with the Government, or any other body, was totally erroneous. The Commission was proceeding in the normal course to take evidence, and was not in a position to arrive at a decision.

The County Courts (Amendment) Act, 1934.

THE County Courts (Amendment) Act, 1934 (Date of Commencement) Order, 1934, provides that ss. 17–23, 25, 26, and 31 and the Third Schedule of the Act shall come into force on 1st January, 1935. Section 17 enacts that in all admiralty proceedings in a county court the trial shall be without a jury, and in all other proceedings the trial shall be without, unless the court otherwise orders on an application made in that behalf by any party as may be prescribed. Upon such application the section contemplates (except as provided) trial by jury where fraud, libel, slander, malicious prosecution, false imprisonment, seduction or breach of promise are in question. Section 18 relates to the summoning of jurors; s. 19 to a Registrar's power to try cases by consent, "ten pounds" being substituted for "five pounds" in s. 5, sub-s. (1) of the County Courts Act, 1919. Section 20 enlarges the power conferred by s. 6, the County Courts Act, 1919, with the consent of the parties to refer any action or matter, or any question arising therein, to the Registrar or a referee for inquiry and report. The new section specifies various matters embraced by this power which can be put into operation "whether with or without the consent of the parties." The next three sections and the schedule make certain financial provisions which it is not possible here to particularise. Section 25 provides by sub-s. (1) that no roll

of solicitors shall be kept in a county court, and a person qualified to act as a solicitor may practise in a county court notwithstanding that no roll is kept, and notwithstanding anything in s. 44 of the Solicitors Act, 1932. But, notwithstanding anything in s. 72 of the County Courts Act, 1888, a county court may, under sub-s. (2) of the section now under review, refuse to hear a person claiming to address the court as a solicitor, unless that person has signed and delivered to the court a statement of his name and place of business and the name of the firm (if any) of which he is a member; sub-s. (3) confers upon the court the same power to enforce an undertaking given by a solicitor in proceedings as the High Court has. Section 26 relates to the payment of money under judgment or order of the court, and s. 31 imposes liability to a fine not exceeding £50 for wrongfully representing a document to have been issued from the county court.

Driving Tests: Examiners.

According to a statement recently made by the Ministry of Transport, it is proposed to engage a staff to examine applicants for motor-driving licences regarding their competence to drive (see Road Traffic Act, 1934, s. 6, and S.R. & O., 1934, No. 994, p. 480). In addition to a small number of supervising posts, including one at £500 to £600 a year, subject to a slight temporary abatement, the number of appointments will be in the neighbourhood of 200, commanding salaries for men of £217 to £256 per annum. Some 15,000 applications had already been received at the time of the foregoing announcement, and an examining board has been set up by the Ministry of Transport to consider the applicants' qualifications. It is intimated that women examiners will be appointed to examine women drivers. Great importance is attached to knowledge of the Highway Code in the regulations governing the tests. The necessity of undergoing a test applies to all those who have taken out licences for the first time since April of the present year, as well as, of course, to those applying for the first time for licences subsequently. It has been suggested that the machinery thus set up might be utilised as a deterrent against reckless or dangerous, or careless driving—offences defined by ss. 11 and 12 of the Road Traffic Act, 1930. If conviction for one of these offences involved *per se* submission to a driving test before a vehicle could be legally driven again, it is probable that many who are little affected by the prospect of a fine would be induced to drive more carefully in order to avoid the inconvenience which such transgressions of the law would then involve.

Nature of the Test.

Copies of the draft Motor Vehicles (Driving Licences) Regulations, 1935, which are to replace the regulations of 1930 (S.R. & O., 1930, No. 938), will shortly be on sale at the Stationery Office. In addition to his being fully conversant with the contents of the Highway Code an examinee will be required to indicate his ability unaided to start the engine of the vehicle; to move away straight ahead or at an angle; to overtake, meet or cross the path of other vehicles and take an appropriate course; to turn right and left-hand corners correctly; to stop the vehicle in an emergency or normally bringing the vehicle to rest, in the latter case at an appropriate part of the road; to drive backwards, entering a limited space to right or left in the process and, by use of forward and backward gears, to turn the vehicle, to give and act upon appropriate signals, and generally to show that he is capable of driving without danger to other road vehicles. The person subjected to the test is to provide the car. Holders of provisional licences will be required to display a distinguishing mark fixed on the front and back of the vehicle. Such persons will generally only be permitted to drive when under the supervision of one who has held a licence for at least two years. A fee of 7s. 6d. will be payable by one submitting himself to a test. One who has failed to pass the test may try again a month later.

Workmen's Compensation (Coal Mines) Act, 1934.

The Workmen's Compensation (Coal Mines) Act, 1934, the objects of which are (1) to provide that the owners of coal mines shall insure against, or otherwise ensure the discharge of, their liabilities under the Workmen's Compensation Act, 1925, and (2) to enable mutual indemnity associations to make deposits with the Accountant-General, comes into operation on 1st January, 1935 (*ibid.*, s. 7, sub-s. (2)). The Act, which applies to Great Britain and does not extend to Northern Ireland, prohibits the owner of a coal mine employing any workmen for the purposes of the undertaking unless there is either an insurance contract with an authorised insurer covering all liability under the Act of 1925 and subsequent amendments in respect of workmen employed by him or any other person for those purposes at that time, or a "compensation trust" covering the same liability. Compensation trusts must conform with the requirements of the Schedule. The foregoing indemnity need not, however, extend, in the case of any injury by accident or disease resulting in incapacity for work, to payment of compensation payable at a time when the incapacity has continued for not more than twenty-six weeks (consecutive or otherwise) other than payments due at the time of or payable after the owner's bankruptcy or the company's winding up and similar events. The second object of the Act is secured by a provision under which any mutual indemnity associations carrying on, or intending to carry on, business relating to liability under the Act of 1925 and subsequent amendments in connection with coal mines may deposit, for and on account of the Supreme Court, the sum of £20,000 with the Accountant-General of the Supreme Court, whose duty it shall be to receive it. A mutual indemnity association is defined by s. 6 as "an association of employers which has satisfied the Board of Trade that it is carrying on, or is about to carry on, business wholly or mainly for the purpose of the mutual insurance of its members against liability to pay compensation or damages to workmen employed by them, either alone or in conjunction with insurance against any other risk incident to their trade or industry."

"Share Out" Clubs.

Reference was made in these columns some time ago (78 Sol. J. 758) to an announcement by Lord Mottistone, chairman of the National Savings Committee, that the committee had a scheme for minimising the losses of the great "share out" clubs. On 15th November, a scheme for this purpose sponsored by the National Savings Committee came into effect. Standard rules for the management of clubs electing to fall in with the scheme and to be affiliated as National Savings Clubs have been prepared. These provide for a secretary, treasurer, auditor and committee to be appointed by the members at an annual general meeting or at a general meeting duly convened for that purpose. Two signatures are to be necessary to operate the savings bank account. Subscriptions are to be collected weekly and deposited forthwith in the Post Office Savings Bank or a trustee savings bank in the name of the club. The club's savings bank book and account books are to be produced at least once a month to the auditor or the committee, who must verify the entries and who are to be entitled at any time to ask the savings bank for a certificate of the amount standing to the credit of the club. The funds of the club, which are to be shared out annually among the members, may be paid to each member as he wishes, either in cash, or in credit to a member's existing account, or to an account specially opened by him, or in National Savings Certificates purchased in the member's name. The club accounts are to be audited annually by the auditor, and an account of the receipts and payments duly certified by the auditor must be furnished to the National Savings Committee annually within one month after the date of the annual share-out on a form supplied by that committee. There is also provision for a special

audit of the accounts in exceptional circumstances. The extent of the benefit that will be conferred if clubs elect to affiliate is indicated by the fact that statistics published in January, 1932, taken from press cuttings over a period of thirteen months, show ninety clubs to have been in financial difficulties involving £37,000, the savings of 30,000 people. It is calculated that over £40,000,000 are invested yearly in these clubs, by more than 20,000,000 people in the United Kingdom, so that the percentage of loss is proportionately small, but the new conditions provide a voluntary means by which losses can be eliminated. Since 1929 there have been several unsuccessful efforts to introduce legislation to ensure proper financial management of these clubs, but the present scheme is an attempt to attack the problem from the different angle of voluntary affiliation as National Savings Clubs. The country's prosperity depends to a considerable extent on the savings of the people, and any voluntary steps by which those savings can be protected must win general approval.

More New Rules, 1935.

The Matrimonial Causes (Amendment) Rules, 1934, which amend the Matrimonial Causes Rules, 1924 (S.R. & O., 1924, No. 126, p. 1691), come into operation on 1st January, 1935. The rules are set out on p. 935 of this week's issue, and relate to cases where the court is asked to exercise its discretion under s. 178 of the Supreme Court of Judicature (Consolidation) Act, 1925. Under the new rules the petition or answer must in such cases contain a prayer to this effect, and an application for the Registrar's certificate must state whether or not the court will be asked to exercise its discretion (where the discretion is sought by other than an applicant for the certificate a statement must be lodged within ten days of receipt of notice of setting down). Such statements are not, in the absence of the judge's discretion, to be open to inspection by other parties to the suit, nor will they be evidence against the parties lodging them except where a party refers to the same in evidence given in open court. Notice of any allegation of a matrimonial offence on the part of the other spouse contained in such statement and not referable to any specific allegation in the pleadings must be given to the other party unless the court is satisfied at the hearing that failure to give notice is justified. The Workmen's Compensation Rules (No. 2), 1934, which amend the Workmen's Compensation Rules, 1926 (S.R. & O. 1926, No. 448, p. 829), also come into force on 1st January, 1935. These are set out on p. 935 of this issue, and need not here be further particularised than by noting that they revoke Rule 65A of the principal rules and provide minor amendments to Rules 90, 91, 91A and an addition to the schedule to Rule 91B. As noted in our last issue, the Workmen's Compensation Rules (No. 1), 1934, come into operation on the same day. Certain amendments to the Rules of the Supreme Court also come into effect on the 1st January, 1935. These—the Rules of the Supreme Court (No. 5), 1934—are set out on p. 934 of this issue. A number of minor amendments are introduced into Pt. IV of Ord. XVI, which deals with proceedings by and against poor persons. Paragraph (4) of Ord. XXXVIIIA, r. 2, now reads: "The new procedure list shall be continuously taken by judges who shall remain in London." A new rule, r. 11A, to be inserted after r. 11 of Ord. LIV, provides for the exercise by a judge in chambers of the jurisdiction conferred by certain sections of the Arbitration Act, 1934, and there are minor amendments to rr. 12 and 12A, while various alterations in Ord. LIX are dictated by the fact that appeals from county courts now go direct to the Court of Appeal (County Courts Act, 1934, s. 105). Paragraph (*d*) of Ord. LVIII, r. 20, which deals with appeals under the Workmen's Compensation and Agricultural Holdings Acts, is altered by the elimination of the words "under the said Act to the Court of Appeal" and the substitution therefor of the phrase "to which this rule applies."

Roadworthiness.

In our issue of 17th November last, brief mention was made of the decision of Goddard, J., in *Barrett* v. *London General Insurance Co., Ltd.* [1934] W.N. 220; 78 Sol. J. 898. The application there made of principles relating to the condition of vessels in marine insurance to road-motor insurance invites further treatment. The question was whether the failure of the vehicle's brake, which caused the accident giving rise to the claim, enabled the insurance company to disclaim liability on a policy which did "not cover or insure against liability in respect of any accident whilst driving the motor-car in an unsafe or unroadworthy condition." By virtue of s. 12 of the Road Traffic Act, 1934, which comes into operation on the 1st January next, the condition of the vehicle will not, where an insurance certificate has been delivered under s. 36, sub-s. (5), of the Road Traffic Act, 1930, prejudice the rights of third parties. As, however, s. 12, *supra*, also provides that "any sum paid by an insurer in or towards the discharge of any liability of any person which is covered by the policy by virtue only of this section shall be recoverable by the insurer from that person," the question will still remain a practical one where the protective clause is inserted in a policy.

The position with regard to marine insurance was thus stated by Parke, B., in *Dixon* v. *Sadler*, 5 M. & W. 405, affirmed 8 M. & W. 395: "In the case of an insurance for a certain voyage, it is clearly established that there is an implied warranty that the vessel shall be seaworthy, by which it is meant that she shall be in a fit state as to repairs, equipment, and crew, and in all other respects, to encounter the ordinary perils of the voyage insured, at the time of sailing upon it. If the assurance attaches before the voyage commences it is enough that the state of the ship be commensurate to the then risk; and, if the voyage be such as to require a different complement of men, or state of equipment, in different parts of it, as, if it were a voyage down a canal or river, and thence across to the open sea, it would be enough if the vessel were, at the commencement of each stage of the navigation, properly manned and equipped for it. But the assured makes no warranty to the underwriters that the vessel shall continue seaworthy, or that the master or crew shall do their duty during the voyage; and their negligence or misconduct is no defence to an action on the policy, where the loss has been immediately occasioned by the perils insured against." See also *Piccard* v. *Shepherd*, 14 Moo. P.C. 471, 494, where the same judge, then Lord Wensleydale, reaffirmed the doctrine.

The second point to be noted is the principle that the onus of proving unseaworthiness lies on the underwriters—*Davidson* v. *Burnand*, L.R. 4 C.P. 117—and, while certain events, such as the capsizing of a vessel less than twenty-four hours after leaving port without having encountered a storm or other known cause, may raise a presumption of unseaworthiness, where evidence is given all the facts must be considered, and unless it establishes unseaworthiness an underwriter's defence founded on it fails. Such facts were before the Judicial Committee of the Privy Council in *Ajum Goolam Hossen & Co.* v. *Union Marine Insurance Co.* [1901] A.C. 362. Lord Lindley thus dealt with the position: "If nothing more [than the unaccountable sinking of the ship shortly after leaving port] were known, unseaworthiness at the time of sailing would be the natural inference to draw; there would be a presumption of unseaworthiness which a jury ought to be directed to act upon, and which a court ought to act upon if unassisted by a jury. But if, as in this case, other facts material to the inquiry as to the seaworthiness of the ship are proved, those facts must also be considered; and they must be weighed against the unaccountable loss of the ship so soon after sailing, and unless the balance of the evidence warrants the conclusion that the ship was unseaworthy when she sailed, such unseaworthiness cannot be properly treated as established, and the defence founded upon it must fail." The danger and error of

acting on a presumption of unseaworthiness was—as Lord Lindley observed in the same judgment—pointed out by the court in *Anderson* v. *Morice*, L.R. 10 C.P. 58, and *Pickup* v. *Thames and Mersey Marine Insurance Co.*, 3 Q.B.D. 594. The onus of proof may, of course, be shifted to the shipowners, as was the case in *Lindsay* v. *Klein* [1911] A.C. 194, where the feed pumps of an old ship failed a few hours after she had put to sea and the boilers had to be fed with sea water by means of the donkey engine. The Lord Chancellor, Lord Loreburn, pointed out that no solid explanation had been offered " of the surely singular occurrence that three pieces of mechanism, all asserted to have been in good condition at the commencement of the voyage, all failed to do their duty three or four hours later." The learned Lord Chancellor went on: " I am satisfied that the shipowner has not met the strong *prima facie* case of unseaworthiness that is made against him by these facts."

With regard to the relevance of these principles in relation to a motor policy, Goddard, J., in *Barrett* v. *London General Insurance Co., Ltd.*, said that the first should apply to the clause under construction, which should be read as meaning that the car must be roadworthy when it set out on its journey. Counsel's argument, exemplified by the " courageous illustration " that if a stone or something of that nature caused the cable to break during the course of a journey, and owing to its failure an accident to a third party immediately followed, the underwriters would not be liable, was not acceded to. " Everyone," the learned judge said, " knows that in a motor-car something may give or go wrong in the course of the journey which may temporarily, at any rate, put the car out of control. If in such circumstances the exclusion were to relieve the underwriters, the indemnity given by the policy would be exceedingly precarious. With regard to the second principle, the learned judge said he did not think that what would raise a presumption in the case of a ship would necessarily raise it in the case of a motor-car. " If, however," the learned judge continued, " it were proved that on leaving, or within quite a short distance of the garage, the brakes refused to act or some other mechanical defect showed itself, it would, I think, be a fair inference to draw that the car was not roadworthy when it set out." It would appear from the foregoing that the same principles apply in both cases, due allowance being made for the different conditions applicable to cars and ships and the mechanical exigencies of each. In the case being considered there was no evidence how far or how long the car had been driven on the day upon which the accident occurred. Moreover, the evidence regarding the cause of the fracture was, in his lordship's words, " singularly unsatisfactory," and fell far short of proving what in fact did cause the nipple and brake cable to part; although, as they had parted before the dead man was struck, at the moment of the accident the car was unsafe and unroadworthy. In the circumstances above outlined the insurance company was held liable on the claim.

Costs.

PROBATE COSTS.

We have been asked to deal with the scale of costs applicable to probate business, and before turning to the actual fees chargeable we propose to review shortly a few of the most important points in relation to costs under this heading.

At the outset, one is confronted with a difficulty. It will be found on investigation that probate business falls into two classes, namely, contentious and non-contentious, and one finds also that there are separate and distinct regulations dealing with the costs applicable to these two classes. On the one hand there is the Order of the Court of Probate, dated the 5th February, 1874, dealing with the costs relating to non-contentious probate business whilst, on the other hand, Appendix N of the Supreme Court Rules applies to contentious business, see r. 27 (37) of Ord. 65, subject to the fact that, where no provision is made in Appendix N for any particular item, then the table of allowances existing at the date of Appendix N remains in force, that is the table of allowances annexed to the Order of the Court of Probate, dated the 30th July, 1862: see Ord. 72, r. 2 of the Supreme Court Rules.

We will deal in the first place with the costs relating to non-contentious probate business, and it will be as well to turn to the definition of the term given in s. 175 (1) of the Supreme Court of Judicature (Consolidation) Act, 1925. The definition there given of the term " non-contentious or common form probate business " is the business of obtaining probate and administration where there is no contention as to the right thereto, including the passing of probates and administrations through the High Court in contentious cases where the contest has been terminated, and all business of a non-contentious nature in matters of testacy and intestacy not being proceedings in any action, and including the business of lodging caveats against the grant of probate or administration.

This, it is submitted, is clear enough and very little difficulty should be experienced in determining what is and what is not non-contentious business. It may be noticed in passing that it has been definitely laid down that in no circumstances do the Rules of the Supreme Court apply to non-contentious business: see *Druce* v. *Young* [1899] P. 101.

Various rules and orders have, from time to time, been made by the Court of Probate relating to non-contentious probate practice, but these are of little importance from the point of view of costs, except those relating to the taxation thereof. Rule 88 *et seq.* should be noticed. These provide that no special order is required for the taxation of a bill of costs by the registrars of the Principal Registry, providing that sufficient notice is given to the opposite party. It will be observed that the costs are taxed in the Principal Registry, and not in the Supreme Court Taxing Office. The most important rule from the solicitor's point of view is r. 91, which provides that no allowance will be made for the costs of taxation in those cases where more than one-sixth of a bill between the solicitor and client is taxed off. This point should be carefully borne in mind, and it will be remembered that in calculating the one-sixth, the disbursements properly included in the bill must be taken into account.

Not all of the disbursements made by a solicitor on his client's behalf should be included in his bill of costs. The principle laid down by Lord Langdale as long ago as 1849, in *Re Remnant*, 11 Beav., at p. 613, is still followed, and is to the effect that " those payments only which are made in pursuance of the professional duty undertaken by the solicitor and which he is bound to perform, or which are sanctioned as professional payments by the general and established custom and practice of the profession, ought to be entered or allowed as professional disbursements in the bill of costs." Thus, legacy and estate duty are not proper disbursements to include in a bill of costs: see *Re Haigh*, 12 Beav. 307, and *Re Kingdon and Wildon* [1902] 2 Ch. 242.

It may be noticed here in passing that an agent's fees and expenses should not be included as a disbursement, but should be set out in detail in the principal's bill of costs: see in *Re Pomeroy and Tanner* [1897] 1 Ch. 284.

Observe, however, that disbursements which are not proper to be included in the bill of costs should not be taxed off, they should be struck out of the bill, and the amount thereof will not be taken into account for the purpose of the one-sixth rule: see in *Re Remnant, supra*, and the later case of *In re Kingdon and Wildon, supra*. Thus, if a bill of costs, amounting to £600, includes estate duty to the amount of £200, and this latter sum is struck out and other items amounting to £60 are taxed off, then the one-sixth rule has not been infringed, and the costs of taxation will not have to be borne, as a matter of course, by the solicitor.

A Conveyancer's Diary.

Intestates' Estates—The Hotchpot Provisions.

Amongst the drastic changes which were made in the law regarding the distribution of estates of intestates that which provides for the bringing into hotchpot by persons sharing in the estate of sums which have been advanced to or settled upon them by the intestate is not one of the least important.

Section 47 (1) of the A.E.A., 1925, provides that where the residuary estate of an intestate or any part thereof is directed to be held on the statutory trusts (as to which see s. 46) for the issue of the intestate, the same shall be held upon the trusts therein set out. I need not dwell upon those trusts more than to mention that, in effect, they are for all the children of the intestate living at his death, and the issue of any children who predeceased him who attain twenty-one or marry under that age, such issue to take through all degrees according to their stocks in equal shares if more than one the share which their parent would have taken if living at the death of the intestate.

Clause (iii) of the sub-section is that with which I am now concerned. It reads as follows :—

> "(iii) Where property held on the statutory trusts for issue is divisible into shares, then any money or property which by way of advancement or on the marriage of a child of the intestate has been paid to such child by the intestate or settled by the intestate for the benefit of such child (including any life or less interest and including property covenanted to be paid or settled) shall, subject to any contrary intention expressed or appearing from the circumstances of the case, be taken as being so paid or settled in or towards satisfaction of the share of such child or the share which such child would have taken if living at the death of the intestate and shall be brought into account, at a valuation (the value to be reckoned at the death of the intestate) in accordance with the requirements of the personal representatives."

In passing, I may point out that no provision is made for any advancement made to or settled upon a grandchild or remoter issue being brought into account. That seems to be a somewhat curious omission, especially when it is remembered that under s. 49 a grandchild or remoter issue must bring into account any share or interest taken under the will of an ancestor who dies partially intestate before sharing in his undisposed of estate.

The point to which I wish to direct attention to-day was raised in *Re Reeve : Reeve* v. *Reeve* [1934] W.N. 208.

Shortly, the question there was whether children of an intestate must bring into hotchpot on the distribution of his estate sums which had been appointed to them by him in exercise of a power of appointment conferred upon him by settlements made on his marriage.

By a settlement made in 1889 upon the first marriage of C. S. W. R., a fund was settled, subject to successive life interests of the husband and wife, upon trusts for the issue of the husband as he should by deed or will appoint, and in default of and subject to any appointment for the children of the husband who should attain the age of twenty-one in equal shares.

By deed poll dated 19th May, 1919, the husband, in exercise of his said power, appointed that the settlement trustees should from and after the death of the survivor of himself and his wife stand possessed of one moiety of the settled trust fund in trust for his eldest son J. T. W. R.

On 20th May, 1919, the husband and wife requested the settlement trustees to transfer and pay one-half of the moiety of the settled fund appointed to J. T. W. R. to him for his advancement and with a view to his transferring that one-fourth to the trustees of the settlement which on 21st May was made on his marriage, whereby J. T. W. R. settled the same and whereby his father C. S. W. R. covenanted with the trustees thereof to transfer to them investments of such value as would with the value of the investments representing the one-fourth share make up the total sum of £10,000.

Accordingly investments were transferred by the trustees of the 1889 settlement and C. S. W. R. respectively to the trustees of the son's settlement of the total value of £10,322.

The wife of C. S. W. R. died in February, 1925, and in December of that year C. S. W. R. by deed poll surrendered to the son his life interest which was then still subsisting in the other half of the moiety which he had appointed in favour of his son ; and by the same deed he appointed the then unappointed moiety of the settled trust fund in trust for his two daughters (children by his first marriage) in equal shares and surrendered to them his life interest therein. The trustees of the settlement thereafter transferred to the son and to the trustees of the marriage settlements of the two daughters certain investments in satisfaction of the shares so appointed. The value of each share so appointed being at the date of the death of C. S. W. R. £4,199.

C. S. W. R. died intestate in 1933, and a summons was issued by his personal representatives raising questions whether in the distribution of the estate of the intestate any of the interests taken by his son and two daughters under the appointments made to them ought in the circumstances to be brought into account in pursuance of s. 47 (1) (iii) of the A.E.A., and, if so, at what value.

The report does not say so, but I think that it may be assumed from the nature of the trusts that the funds settled by the settlement of 1889 belonged to C. S. W. R.

Clauson, J., in his judgment, said that, dealing first with the case of the appointment of December, 1925, in favour of the two daughters, on the supposition that there had been no surrender of the appointor's life interest under the settlement of 1889, the shares in the settled funds so appointed to them were not covered by the words in s. 47 (1) (iii), " money or property which by way of advancement . . . has been paid to such child by the intestate." In his lordship's view, the payment was made by the settlement trustees by virtue of the exercise of the power of appointment which must be read into the original settlement. The funds came to the two daughters by reason of a settlement made before they were born, and the funds so appointed were not property which would have formed part of the appointor's estate had they not been paid to them by way of advancement. The funds were funds over which the intestate had no control except by way of appointment. Nor, in the opinion of the learned judge, did the surrender of 'the life interest of the appointor' make any difference. His lordship pointed out that although it was arguable that the life interest was " money or property " within cl. (iii) of sub-s. (1) of s. 47, yet the result must be nil, seeing that if the life interest of the appointor had to be brought into account it could only be at a valuation to be reckoned as at the time when the appointor's interest ceased by his death. His lordship held also that for similar reasons the moiety of the funds appointed in favour of the son was not caught by the section ; nor could the fact that the appointment was made on the occasion of the son's marriage be material.

When a full report of this case is available it will be interesting to see what arguments were used on these points. It at least seems to be a plausible contention that as the funds were originally settled by the settlement of 1889 by the father with a view to benefit any children of the marriage, although the actual shares in which such children would participate was left to the appointment of the father, there was, so soon as such appointments were made, a disposition of " money or property which by way of advancement or on the marriage of a child of the intestate had been paid to such child by the intestate or settled by the intestate for the benefit of such child." At any rate, the settlement made by the intestate in 1889 was a settlement which in fact benefited his children, although they were not then *in esse*.

The learned judge appears to have made a point of the fact that the settlement of 1889 was made before the children of the intestate were born. If that is a material factor it is interesting to speculate what bearing the judgment would have upon a case where there was a post-nuptial settlement for the benefit (subject to appointment) of children already born and any to be born afterwards. Would the children *in esse* at the date of the settlement have to account for their appointed shares and the child born afterwards not have to do so? Perhaps some further light on this will be afforded when a report appears in the Law Reports.

With regard to the sum of £4,467, the value at the date of the intestate's death of the investments transferred in satisfaction of the covenant by him with the trustees of his son's settlement, the learned judge held that to be money or property which by way of advancement was paid to the son and not the less so because paid to the trustees of the son's settlement, and must accordingly be brought into account. I should have thought that the point there was that such investments were money or property "settled by the intestate for the benefit of such child" within the sub-section.

Landlord and Tenant Notebook.

Alternative Accommodation.

THE right of a statutory tenant to retain possession has always been qualified by provisions in some of which the availability of alternative accommodation has played a part. That part may be said to have varied in two ways. For one thing, increasing prominence has been accorded to it. Its original inclusion had the value of a gesture; it was a walking-on part. The latest (and supposedly last) statute practically promotes it to the lead. And secondly, with each change in importance, the contents have been modified in the light of experience.

The reason why the availability of alternative accommodation now occupies so large a place in the scheme of things is, I take it, to be sought in the pronouncement that Rent Acts and Housing Acts are now to be considered complementary. The two are, of course, of very different origin. The series of Housing Acts commenced long before the Great War, the earlier statutes being more concerned with quality than with quantity. The series of Rent Restrictions Acts (there have been eleven) began in 1915, and this legislation is concerned primarily with price, the provisions conferring security of tenure being a necessary adjunct to those restricting freedom in fixing rents. However, our statesmen tell us that the new functions entrusted to the Housing Acts in the matter of promoting building are having the effect that by Ladyday, 1938, there will be nothing more for the Rent Acts to do; and in the meantime, that is some five years before, substantial changes have been made as regards the landlord's right to possession in the event of alternative accommodation being available.

Of the changes, I think the most important was that which disposed of the law laid down in *Nevile* v. *Hardy* [1921] 1 Ch. 404, which had decided that no order could be made unless the landlord proved that the accommodation was available at the date of the hearing. Apart from other considerations, this made reliance upon the then s. 5 (1) (*b*) of the 1920 Act a speculative enterprise. The new provision, in s. 3 (1) (*b*) of the 1933 Act, says: "The court is satisfied that suitable alternative accommodation is available for the tenant or will be available for him when the order or judgment takes effect." Incidentally, this seems to represent a new departure in the functions of county court judges, who, accustomed as they are to finding facts, are now credited, by the Legislature, with the gift of prophecy. Presumably a liberal use is made, in these cases, of the power of making conditional orders (1923 Act, s. 4 (2)); but one would like to see an appeal, heard after date when the order takes effect, in which it transpired that the "satisfaction" was ill-founded.

The essential requirements of alternative accommodation have been modified on almost every possible occasion. The present law provisions, contained in sub-ss. (2) and (3) of s. 3 of the 1933 Act, while much more explicit than those of former statutes, favour the landlord rather more. Indeed, the tendency of the courts as well as that of Parliament has been in favour of the landlord for some time. Even under the 1919 Act, which did not qualify "alternative accommodation" at all, a Divisional Court, declining to be bound by Scots and Irish authorities to the contrary, held, in *Wilcock* v. *Booth* [1920] K.B. 864, 89 L.J., that alternative accommodation for a tenant whose premises included business premises—in this case a grocer's shop with an off-licence—need not include similar facilities. This was followed by and in *Middlesex County Council* v. *Hall* [1929] 2 K.B. 110, under the Act of 1923, which demanded that the alternative accommodation should be "reasonably suitable to the means of the tenant and to the needs of the tenant and his family as regards extent, character and proximity to place of work." In this case the defendant used part of his dwelling as a tea-shop. The Divisional Court, reversing the decision of the county court judge, held that there was nothing in the Act to make suitability for the business carried on the old premises an essential condition of the new; that the legislation protected dwelling-houses, and "accommodation" must be interpreted in that light.

The 1933 Act provides one or two short cuts in the shape of conclusive certificates from housing authorities (as to which see the "Notebook" of 19th August, 1933, 77 SOL. J. 583); failing these, the landlord still has to show either a similarity as regards rental, extent and accommodation to those of houses provided in the neighbourhood by any housing authority for people of similar needs, or reasonable suitability to means and needs as regards extent and character. The former of these omits, it will be observed, any direct reference to suitability and to character; but it represents a short cut which will not be open to many landlords. Of the other set of requirements, undoubtedly suitability in point of "character" is the most arguable, and on this I think the best authority available is the Scots decision in *Christie* v. *Macfarlane* [1930] Scots L.T. 5 (Sheriff's Court Reports).

The pursuer in that case proved the availability of premises which the sheriff-substitute found to answer all requirements, save that of suitability to the needs of the defender's family as regards character. Comparing the two dwellings, he had to consider, on the one hand, an upper floor in a detached villa in the country, surrounded by agricultural land, in a quiet road, open to sun and air; on the other hand, a ground floor flat in a town house, with usual urban street noises, and less open to sun and air. In particular, the defender's wife suffered from a disease which made her continued residence in the country at least advisable. On this, he came to the conclusion that the claim failed. The factor of character was subjected to an even more exhaustive review by the sheriff on appeal, and undoubtedly some cogent observations made in the course of judgment are of general application. Thus, it is pointed out that "character" refers to a difference of kind rather than of degree; a house lighted by twenty windows is of the same character as a house with only sixteen. But a suite of rooms in a club has not the same character as a self-contained house, nor is a slum dwelling similar in character to a house in a respectable street. Nevertheless, if the defender had shown that the alternative premises were actually unhealthy, no order should be made. But they were, if not as pleasant, quite pleasant, and the appeal must be allowed.

One must not forget the general condition which must be fulfilled in every case, no matter what the ground for possession, namely, that it must be reasonable to make the order. This has been preserved in the 1933 Act. Its importance was

stressed, *inter alia*, in *Williamson* v. *Pallant* [1924] 2 K.B. 172, from which it is clear that financial hardship is always a consideration, and that an order *might* be refused on this ground if the tenant carried on business on the premises claimed and no facilities were available in the alleged alternative accommodation.

Our County Court Letter.

PERSONAL INJURIES FROM DANGERS UNDERFOOT.

In the recent case of *Evans* v. *David Wiseman & Sons*, at Birmingham County Court, the claim was for damages for negligence in the following circumstances: (1) The plaintiff (who was aged eighty) had been walking along a footpath at 6.30 p.m. on the 20th December, 1933, when he tripped and fell over some tubing or tools, with which the defendants had been repairing the plumbing at a public house; (2) having been blind in one eye, since the age of three years, the plaintiff had now nearly lost the sight of the other eye, and had had to pay his granddaughter to give up her previous occupation in order to look after him. The defendants' case was that the plaintiff's sight was poor before the accident, as the place was well lighted, and he could have seen something in the way—if he had had proper vision. His Honour Judge Ruegg, K.C., held that the work was being done negligently, and judgment was therefore given for the plaintiff for £250 and costs.

LEVEL CROSSING ACCIDENTS ON PRIVATE RAILWAYS.

Motorists must not necessarily expect the customary safeguards at all level crossings, as the latter are not all governed by the same statutory requirements. In a recent case at Chesterfield County Court (*Summit Automotives Ltd.* v. *L.M.S. Railway Co. and The Sheepbridge Coal and Iron Co. Ltd.*) the claim was for £104 as damages for negligence, and the second defendants counter-claimed £60 as damages to a weighbridge cabin. The evidence was that (1) the plaintiffs' motor car had been struck by an L.M.S. engine while traversing a level crossing on the second defendants' railway; (2) there was a notice "Beware of engine," but no cabin or watchman at the level crossing, as required by the Railway Clauses Act, 1863, s. 6. The second defendants contended that (*a*) having a private railway, they were not bound by the latter Act; (*b*) as the plaintiffs' car had been pushed against the cabin (by the negligence of the driver of the car) the plaintiffs were liable for the cost of repairing the cabin. His Honour Judge Longson (having viewed the site) held that the accident was due to the negligence of the car driver, and that the L.M.S. engine driver was not to blame. Judgment was therefore given for the first defendants, with costs, and in favour of the second defendants (on their counter-claim) for £50 and costs.

THE RIGHTS AND LIABILITIES OF AUCTIONEERS.

In a recent test case at Sheffield County Court (*Wilson* v. *Wood*) the claim was for £40 as the price of a side-table, described by the plaintiff's auctioneer (in the sale catalogue) as "Fine mahogany Chippendale-period side-table." The table admittedly did not belong to the period of the best Chippendale work, but the auctioneer had made an innocent mistake, and all the furniture was on view before the sale. A condition of sale was as follows: "All lots to be taken with all faults and errors of description, if any, and no allowance will be made for wrong description of any lot, either contained in advertisement, or catalogue, or stated at the sale. No guarantee is given or shall be implied of the authenticity of any works of art or otherwise." The auctioneer's evidence was that, having known the table for thirty years, he considered it to be a late period table, and never expected to find it was merely a copy. The plaintiff's expert evidence was that the table would have been worth from £150 to £200, if it had belonged to the best Chippendale period, and that its actual value was £60. This was denied by the defendant, whose expert evidence was that, at present prices, not more than £10 would be bid for the table. His Honour Judge Frankland was satisfied that the above condition was in general use among reputable auctioneers, and that there had been an honest misdescription in the catalogue. The defendant had received the article for which he had bid, and not something different, so that the condition of sale applied. The defendant had taken the risk of a bad bargain or a handsome profit, and judgment was therefore given for the plaintiff, with costs.

LIABILITY FOR DOUBLE RENT.

In the recent case of *Fox* v. *Oxlade*, at Cheltenham County Court, the claim was for possession of a house and arrears of rent, viz., £26 11s. 8d. The plaintiff's case was that she had let the house in July, 1933, to the defendant, who gave her notice to quit, expiring on the 31st July, 1934. Nevertheless, the defendant was still in possession, and had foiled the bailiff in his attempts to distrain. The amount due included £16 3s. 8d., rent due to the 10th October, 1934, and £10 8s., being double rent accrued due since that date. The defendant objected to the last item, but it was pointed out that, having remained on the premises after the expiration of his notice, he had incurred the extra liability under the Distress for Rent Act, 1737. His Honour Deputy Judge F. A. Wilshire gave judgment for the amount claimed and possession on the 1st January, 1935, with costs.

Obituary.

Sir JOSEPH NUNAN, K.C.

Sir Joseph Nunan, K.C., of Brick-court, Temple, and Wimbledon, died on Wednesday, 19th December. Born in 1873, he was educated at University College and Trinity College, Dublin, and was called to the Bar by King's Inn in 1898, and by Gray's Inn in 1906. He was H.M. Chief Judicial Officer and Vice-Consul, British Central Africa, from 1900 to 1902, and Presiding Judge of the High Court, 1902 to 1906. Acting Judge, British Guiana in 1906, he became Acting Attorney-General the same year, and in 1912 he was appointed Attorney-General of British Guiana. He took silk in 1913, and in 1924 he received the honour of knighthood. Sir Joseph retired in 1925 to practise at the English Bar.

Mr. C. G. NANTES.

Mr. Charles George Nantes, solicitor, of Bridport, Dorset, died at his home at Bridport, on Thursday, 20th December. Mr. Nantes, who was admitted a solicitor in 1873, was a partner in the firm of Messrs. Nantes, Maunsell & Howard. He had held many public appointments, including that of Town Clerk, County Court Registrar, and Coroner for West Dorset. He had also been Mayor of the borough.

Mr. C. ROBERTS.

Mr. Charles Roberts, retired solicitor, of Hoylake, died on Thursday, 20th December, at the age of seventy-eight. Mr. Roberts was magistrates' clerk at Birkenhead for many years. He was also an ex-councillor, and a member of the Board of Education and a former treasurer of the Church of England Schools.

THE CHIEF JUSTICE OF KENYA.

Sir Joseph Sheridan, the new Chief Justice of Kenya, and President of the Court of Appeal of Eastern Africa, took the oaths of allegiance and office at Nairobi, on the 2nd November. His Excellency, the Governor, attended, and amongst those present were the Judges, Members of the Bar, Heads of Departments, the Anglican and Roman Catholic Bishops and the Moderator of the Church of Scotland.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Husband and Wife—Application to Justices—Hearing in Defendant's Absence—Appeal.

Q. 3090. A husband received a summons to attend the police court in respect of a separation order at 5 p.m. on the day of the court. The summons had been left at his home and had been posted on to him at his last known address, but he had not received it until after the court had been held. The magistrates' clerk states that the justices have no power to rehear or rescind an order unless fresh evidence (coming to the husband's knowledge after the previous hearing) is to be submitted.

(1) Have the justices no power to rehear and rescind in the circumstances ?

(2) Is it competent for the husband to appeal, and if so on what grounds ?

(3) Within what time has notice of appeal to be lodged ?

A. (1) No.

(2) Yes. He has an absolute right of appeal to the Divorce Division, and does not have to give grounds : see s. 11 of the Summary Jurisdiction (Married Women) Act, 1895.

It is not possible to understand from the question whether the summons was served in accordance with the Summary Jurisdiction Acts. If it was not, *certiorari* would lie.

(3) Twenty-one days from the date of making of the order. R.S.C., Ord. LIX, rr. 4A and 12.

Obstruction of Light by Tree.

Q. 3091. A prescriptive right of light is obstructed by a tree in a neighbour's garden, which does not overhang, but almost entirely shuts out the sky from some windows. The house being situate in the angle of a square (the windows and tree being at the back of the houses), the access of air is also greatly obstructed. In "Gale on Easements," 11th ed., p. 470, it is stated that there is a deficiency of authority on this question, and also that if the tree is the result of some act of nature, the maxim *actus Dei* would apply. In *Simpson* v. *Weber*, 133 L.T. 46, it was held that an easement for a creeper which has travelled from one house to another did not preclude the remedy of the owner of the servient tenement when the creeper obstructed a gutter, but the circumstances of that case were special.

(*a*) What nature of remedy (if any) has the owner of the lights ?

(*b*) Is the onus on him to prove the origin of the tree ?

(*c*) Is there a remedy as for a nuisance, apart from prescriptive rights ?

(*d*) Will it be necessary to issue process against both owner and occupier of the property on which the tree stands ?

A. It is agreed that *Simpson* v. *Weber*, 133 L.T. 46, was decided on special facts and is of no assistance in the present case. On the questions raised :—

(*a*) As the tree does not overhang, the remedy of abatement is not available, and the only alternative is to sue for damages and an injunction.

(*b*) The onus would be on the owner of the lights to prove the origin of the tree, the growth of which is a natural user of the land. Its mere existence does not give a right of action, as the rule in *Rylands* v. *Fletcher* does not apply.

(*c*) There is no remedy as for a nuisance, as the law disregards any kind of imperceptible operation. See "Gale on Easements," 11th ed., p. 417, first line.

(*d*) It would be necessary to issue process against both the owner and the occupier of the property on which the tree stands, but—in view of the doubt as to a course of action—the matter is apparently one for negotiation, if possible.

Modification of Improvement Line.

Q. 3092. In 1929 the urban district council of X passed a resolution prescribing an improvement line in respect of certain undeveloped land forming part of the frontage to an old highway, a short street connecting two main roads. The whole of the land affected by the improvement line is the property of one owner who also owns the land on the opposite side of the highway. The remaining owners in the street (four in all) are not affected by the order, and would be most unlikely to raise any objection to any course agreed between the owner and the council. The case for the modification of the order is that immediately before the passing of the resolution the owner had begun, and has since completed, a building, the front line of which is nearer the street than the improvement line. The front line of this building had been for some time in dispute between the owner and the council, and the latter had taken the course of refusing to pass the plans in order to gain their point. The council are now disposed to consider a modification of the improvement line to conform with the front of the building, but are advised by their clerk that it is questionable whether the resolution is capable of being rescinded or modified. He refers to an opinion of counsel given to the Urban District Councils' Association, and noted in the official circular of the Association for February, 1929, and to an opinion expressed in the "Justice of the Peace," of 24th September, 1932, on a somewhat similar point under s. 30 of the Act.

A. Having once exercised its power under the Public Health Act, 1925, s. 33, the council is *functus officio*, and has no jurisdiction to rescind or modify the existing resolution.

Refusal of Possession by Sub-Tenant.

Q. 3093. The tenant of a farm gave proper notice terminating his agreement expiring on the 29th September last. In addition to the usual house and farm buildings, there is a small cottage on the farm which he let to a sub-tenant, and he gave notice to the occupier, also expiring on the 29th September. When the tenant came to deliver up possession of the farm the landlord would not accept the same, as the occupier of the cottage was still in possession. Is the landlord within his rights in doing this, or can it be argued that the tenant has done all that is necessary in giving proper notice to the occupier of the cottage ?

A. The landlord is within his rights, as the tenant has not done all that is necessary, merely by giving proper notice to the occupier of the cottage. The tenant should have ejected the sub-tenant, and, if the tenant quits without doing so, he will be liable to an action for damages at the suit of the landlord. The measure of damage will be the cost to the landlord of ejecting the sub-tenant, also the damages (if any) paid by the landlord to the incoming tenant, by reason of the delay in giving him possession : see *Henderson* v. *Van Cooten* (1923), 67 Sol. J. 228. It is assumed that the sub-tenant is not protected by the Rent Acts, as to which see *Reynolds* v. *Bannerman* [1922] 1 K.B. 719.

To-day and Yesterday.

LEGAL CALENDAR.

24 DECEMBER.—In the fourth year of Queen Elizabeth's reign, a grand Christmas was held at the Inner Temple. At the Christmas Eve dinner, the company, arranged by the Marshal in strict order according to custom, took their places at tables covered with fair linen cloths and furnished with saltcellars, napkins, trenchers and silver spoons. Each course brought into hall was preceded by minstrels. "The antientest Master of the Revels is after Dinner and Supper to sing a Caroll or Song and command other Gentlemen then there present to sing with him and the Company and so it is very decently performed.

25 DECEMBER.—On Christmas Day after service there was a breakfast of brawn, mustard and malmsey in Hall. At dinner, the first course was "a fair and large Bores-head upon a Silver Platter with Minstralsye. Two Gentlemen in Gownes are to attend at Supper and to bear two fair Torches of Wax next before the Musicians and Trumpetters and stand above the Fire with the Musick till the first Course be served in through the Hall, which performed they with the Musick are to return into the Buttery. . . . A repast at Dinner is 12d., which Strangers of worth are admitted to take in the Hall."

26 DECEMBER.—On the Feast of Stephen, the revels reached their height. At dinner, after the first course, the Constable Marshal entered the Hall in rich white armour with a nest of feathers of all colours on his helmet. Sixteen trumpeters, together with drums, fifes and halberdiers accompanied him. Then came in the Master of the Game in green velvet with a bow and arrows and a hunting horn on which he blew three blasts of Venery. Next a huntsman brought in a cat and a fox together with ten couples of hounds which set upon them and killed them. After supper the Lord of Misrule took charge and the banquet ended "with some minstralsye, mirth and dancing."

27 DECEMBER.—On St. John's Day, "about seaven of the Clock in the Morning, the Lord of Misrule is abroad and if he lack any officer or attendant he repaireth to their Chambers and compelleth them to attend in person upon him after Service in the Church to breakfast." After that, his power was suspended till the night. Then punishments were imposed for imaginary offences, but "if any offender escape from the Lieutenant into the Buttery and bring into the Hall a Manchet upon the point of a knife, he is pardoned, for the Buttery in that case is a Sanctuary."

28 DECEMBER.—Lincoln's Inn, too, held similar revels, and of the preparations for the celebration of the Feast of the Holy Innocents, in 1519, we read: "Item that the King of Cokneys over Childermas Day sytt and have due service and that he and all his officers use honest maner and good ordre without any wast or distruccon makyng in wyne, brawn, chely or other vitayller; and that he and his Marshall, Buttler and Constable Marshall have their lawfull and honeste comaundementes by delyverey of the officers of Christmas; and that the said Kyng of Cockneys ne none of his officers medyll neyther in the buttry nor in the Stuard of Christmas is office."

29 DECEMBER.—On Tuesday, the 29th December, 1874, John Ball was sworn Lord Chancellor of Ireland. He kept the Irish Seals till 1880, earning while he held his office a high reputation as a judge, his decisions being characterised by legal learning, argumentative power and literary form. After his retirement, he withdrew to a great extent from public life, devoting himself to literary and historical work.

30 DECEMBER.—John Holt, destined to become one of the greatest of the Chief Justices, was born on the 30th December, 1642, at Thame, in Oxfordshire.

THE WEEK'S PERSONALITY.

The great Lord Chief Justice Holt was himself the son of a barrister, who became a Bencher of Gray's Inn, a Serjeant-at-law, a Knight and one of the founders of the Tory party. He went to school at Abingdon, a town of which his father was Recorder, and there he is said to have been idle and mischievous. When he passed on to Oxford, entering at Oriel College, he did not improve, and was guilty of great irregularities, frequenting a set of dissolute companions, one of whom in after years he is said to have had the painful duty of trying for felony. On another occasion, his early follies rose up to confront him on the bench when he was trying an old woman for sorcery, and the chief evidence against her was a scrap of parchment with a few Greek characters scrawled on it, which he himself as a young man had given to her as a charm in payment for a week's lodging. He left Oxford without a degree and started to study law at Gray's Inn, where he had been admitted while still a child. Here he began to work seriously and took the road which made him one of the greatest Chief Justices of England. He executed his office "with great reputation for his courage, integrity and complete knowledge in his profession," remoulding English law at a time of doubt and change.

THE MASONIC SIGN.

There was a curious scene recently at Clerkenwell County Court between Judge Earengey and a plaintiff who was reported to have said that he had seen a Masonic sign passing between His Honour and someone else. The litigant, repudiating the allegation so far as the judge was concerned, declared that he had seen the sign made by a particular counsel, who thereupon rose to protest that he was not a Mason and did not know what a Masonic sign was. That closed the incident, but even had the statement been justified, there would have been no reason to suspect interference with the course of justice. The claim to Masonic brotherhood did not save the neck of the murderer Seddon when, lifting up his hand to take the Mason's oath, he swore by the Great Architect of the Universe that he was not guilty of the crime of which he stood convicted in the dock. Mr. Justice Bucknill, then Provincial Grand Master of Surrey Freemasons, was deeply moved by the appeal and passed sentence of death in a voice choked by sobs. Though he could not swerve from his duty as a judge, he afterwards visited Seddon in the condemned cell to offer such brotherly sympathy and consolation as was within his power.

LEGAL PATRONAGE.

In a letter to the *Daily Telegraph* on the subject of Lord Hewart's recent protest, the Recorder of Stamford lately pointed out that "the amount of legal patronage great and small nominally vested in the Lord Chancellor would—personally exercised—provide full-time work for a Lord Chancellor with no other claims upon his attention." The little errors of judgment which delegation may admit are amusingly illustrated by a story of Karslake, who was habitually consulted by Lord Cairns on the question of appointments. One day, while he was in his chambers surrounded by friends, the Chancellor's secretary called to ask what he thought of —— of the Western Circuit. Karslake was in the middle of a tale, and replied, "Why, he was the cleverest man I ever knew. I'll tell you why presently, but let me finish this story first." Before the yarn was over, the secretary, who was too busy to wait, had gone, but Karslake proceeded to relate to his friends how —— who had been an attorney on his circuit, was the only man who had ever robbed him of a fee, avoiding payment by some ingenious shift. All unconscious of this, the secretary brought the Chancellor the report that it was all right about —— because Karslake said he was the cleverest man he ever knew. In consequence, the lucky —— was made a county court judge.

Notes of Cases.

Appeals from County Courts.

In re **T. H. Godwin**; *Ex parte* **The Trustee** *v.* **Morris.**

Luxmoore and Farwell, JJ. 29th and 30th October, and 19th November, 1934.

Bankruptcy—Previous Execution—Payment to Judgment Creditor of Amount Due—Unconditional Withdrawal of Sheriff—"Benefit of the Execution"—Claim of Trustee in Bankruptcy—Bankruptcy Act, 1914 (4 & 5 Geo. 5, c. 59), s. 40 (1).

Appeal from Hanley and Stoke-upon-Trent County Court.

In June, 1932, a judgment creditor caused execution to be levied on a trader's goods. In July, the debtor paid the full amount due, together with the costs of the execution direct to the creditor. On the 3rd August, the sheriff withdrew, on the instructions of the creditor, the withdrawal being unconditional and no power of re-entry being reserved. He made no return to the writ. In November, the debtor filed his petition in bankruptcy, and in December he was adjudicated bankrupt. The county court judge held that the trustee in bankruptcy was not entitled to recover the moneys so paid.

Luxmoore, J., dismissing the appeal, said that it was admitted that if the money had been paid to the sheriff the amount could not have been recovered. At common law, when an execution creditor issued a writ of *fi. fa.* and delivered it to the sheriff, if it was the only one or the first one so delivered, it conferred the first right to the resulting charge on the judgment debtor's goods and put the execution creditor in a better position than the other creditors, since no one else could deal with the goods while the execution lasted. This was the benefit of the execution. Section 87 of the Bankruptcy Act, 1869, curtailed the execution creditor's common law rights in the event of bankruptcy proceedings supervening within fourteen days of the seizure and sale of the debtor's goods. Section 45 (1) of the Bankruptcy Act, 1883, substantially re-enacted by s. 40 (1) of the Bankruptcy Act, 1914, stated that the execution creditor could not retain "the benefit of the execution" against the debtor's trustee in bankruptcy unless the execution had been completed. There was no provision that the creditor was to repay anything he had received. The section aimed only at extinguishing the benefit over the general body of creditors obtained by the execution creditor in a subsisting execution. There was no hardship on the general body of creditors if, before the bankruptcy, the execution creditor had been paid out. On the true construction the words "the benefit of the execution" referred to the charge on the debtor's goods and not to any payment resulting from the writ of *fi. fa.* Section 11 of the Bankruptcy Act, 1911, embodied in ss. 40 and 41 of the Act of 1914, was passed to meet the decision in *In re Pearson; Ex parte West Cannock Colliery Co.*, 3 Morrell 187, and to put moneys paid to the sheriff to avoid sale under an execution on the same footing as the proceeds of sale. It had no retrospective effect on money paid under an execution unconditionally withdrawn long before the bankruptcy. The section only related to an execution in existence at one of the appropriate days mentioned in it. The assumption of Horridge, J., in *In re Godding* [1914] 2 K.B. 70, that "benefit of the execution," in s. 40, included any beneficial result flowing from the issue of the execution might be treated as a *dictum*. Moreover, it was not binding on the court.

Counsel: *C. N. Davis; Kean; J. Blagden.*

Solicitors: *Sharpe, Pritchard & Co.*, agents for *Kent & Jones*, of Longton; *Gregory, Rowcliffe & Co.*, agents for *Batterbee, Jones & Jones*, of Criccieth; *Leonard Tubbs & Co.*, agents for *H. Wallace-Copland*, of Stafford.

[Reported by Francis H. Cowper, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Simpson *v.* **Geoghegan.**

Clauson, J. 17th November, 1934.

Mortgage—Receipt Endorsed—Operation of Receipt—Statement Unnecessary—Law of Property Act, 1925 (15 Geo. 5, c. 20), s. 115.

This was a summons for foreclosure. The mortgage was dated 4th December, 1930, and made between the defendant of the one part and four persons named in the receipt, the mortgagees, of the other part. The defendant charged all her interest under a will to secure the payment to the mortgagees of the sum of £350 and interest thereon. The receipt endorsed on the mortgage was as follows: "We the within named Christine Sunley, Henry Sunley, John Sunley and Phillip Arnold hereby acknowledge that we have received this 30th December, 1931, the sum of £350, representing the principal money secured by the within-written mortgage, together with all interest and costs, payment having been made by Samuel Isidore Simpson of Hove, in the County of Sussex, it being intended that the receipt shall operate as a transfer." An originating summons was issued by Samuel Isidore Simpson claiming to be transferee of the mortgage for an account of what was due and owing to him thereunder and for foreclosure or sale. Upon the matter coming before the master, he raised the question whether the receipt operated as a transfer of the benefit of the mortgage within the meaning of s. 115 of the Law of Property Act, 1925, on the ground (*a*) that the receipt was not under seal, and (*b*) that it contained no statement to the effect that the plaintiff was not entitled to the immediate equity of redemption. The defendant did not enter an appearance.

Clauson, J., in giving judgment, said that it was not necessary that the receipt should be under seal. It satisfied the statute if it was, as in the present case, under the hands of the mortgagees. The receipt showed *primâ facie* that the person entitled to the equity of redemption was the defendant Petronella Geoghegan and not the plaintiff. Section 115, sub-s. (2), of the Law of Property Act, 1925, did not require that the fact that the person who paid the money to the mortgagees was not entitled to the immediate equity of redemption should be stated in the form of a receipt. The receipt which was endorsed on the mortgage and executed in favour of the plaintiff operated to transfer the benefit of the mortgage to the plaintiff, who accordingly was entitled to the relief which he claimed.

Counsel: *Horace Freeman.*

Solicitors: *Hicks, Arnold & Bender.*

[Reported by S. E. Williams, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Russell, D.W. (Countess) *v.* **Russell, B.A.W. (Earl).**

Sir Boyd Merriman, P. 27th July; 16th and 22nd November, 1934.

Divorce—Practice—Separation Deed containing *Rose* v. *Rose* Clause—Effect on Application for Discretion—Scope of *Rose* v. *Rose* Clause defined—Practice as to Discretion Statements reviewed—Supreme Court of Judicature (Consolidation) Act, 1925 (15 and 16 Geo. 5, c. 49), ss. 178 and 198.

This was a wife's undefended suit for dissolution. She asked for the discretion of the court, but on advice had not followed the prescribed practice of including a prayer to that effect in her petition, or lodged a discretion statement, because the parties had entered into a deed of separation containing a mutual clause of indemnity in the form in *Rose* v. *Rose* (1882), 7 P.D. 225; (1883), 8 P.D. 98. This raised a difficulty on the evidence. Counsel for the petitioner

submitted that the petitioner was debarred by the deed from alleging or giving evidence of any matrimonial offence before the date of the deed. The President, having directed an adjournment, inviting the assistance of the King's Proctor on the point of law, after hearing argument, intimated that the court could not exercise the discretion on the materials then before it, and would give the petitioner an opportunity of following the usual practice. Leave was granted for the petition to be amended, a further adjournment being granted in order that the husband might be given notice of the petitioner's intention. The arguments appear sufficiently from the judgment.

Sir BOYD MERRIMAN, P., in the course of delivering a considered judgment, said that the petition contained no prayer for the exercise of the discretion. In opening, Mr. Bayford had said that the discretion would be asked for upon such facts as could be stated by the petitioner consistently with her covenant. It was true that there was no provision in any statute or rule of court on the procedure to be followed in a suit in which the petitioner invoked the exercise of the discretion. The practice, however, laid down in *Apted* v. *Apted and Bliss* [1930] P. 246; 74 SOL. J. 338, had been approved by the Court of Appeal in *Cullen* v. *Cullen* [1933] P. 218. He (his lordship) was satisfied that the practice was beneficial, and, with proper safeguards against abuse, of great assistance to petitioners. It had long been established that the utmost candour was necessary from a petitioner invoking the exercise of the discretion. No one was obliged to petition for divorce. By doing so a petitioner was assumed to volunteer the disclosure of his or her own adultery. No infringement of s. 198 of the Supreme Court of Judicature (Consolidation) Act, 1925 (relating to the rule of evidence prohibiting witnesses from answering questions tending to show that they had committed adultery), was involved in requiring a petitioner to give evidence of it. Indeed, it was difficult, in view of the duty of inquiring into all the relevant facts imposed on the court by s. 178 of the same Act, to see how otherwise anything which could fairly be regarded as discretion could be exercised. A petitioner might, without any intention of deceiving the court, forget to give evidence of some material particulars of his own misconduct, and thereafter find himself in great difficulty if the attention of the King's Proctor had been drawn to the omission. On the contrary, failure to disclose material facts was unlikely to occur by inadvertence if the matter had been carefully discussed between the petitioner and the solicitor, and the facts had been reduced into writing. Recently it had become the practice that notice should be given to the other spouse of any allegation of conduct on his or her part not referred to in the pleadings, which a petitioner was making by way of excuse for his or her adultery. In the argument in the present case the King's Proctor had made it plain that he attached the greatest importance to the preservation of the practice as to discretion statements. (Here his lordship mentioned the necessity that petitioners should be safeguarded from any hostile use of the statement, so that there might be no indirect contravention of s. 198, and referred to the judgment of Lord Hanworth, M.R., in *Cullen* v. *Cullen, supra*, and to the recent judgment of Langton, J., in *Bevis* v. *Bevis*, 78 SOL. J. 785, to the effect that such a statement was not admissible as evidence on which to found a petition against the spouse making it.) But the submission in the present case was much more important than any mere point of procedure or practice. It was said first that the existence of a deed containing the clause in question relieved the petitioner of any obligation to refer to her antecedent adultery on the ground, not merely that it had been condoned by the deed, but that all rights in respect of it had been completely released by the husband by the very wording of the clause; "no act of either party in relation to such offence shall be admissible in evidence." The second branch of the submission was that the court ought to exercise its discretion, notwithstanding that adultery had been committed, on the ground that the deed of separation was conclusive to show that it had been condoned by the husband, and obliged the petitioner to refuse, and the court to uphold her refusal, to give any further evidence of the circumstances in which she had committed adultery, or of the matrimonial history in so far as it was relevant in extenuation of her offence. Either branch of the argument would have the most far-reaching consequences. No simpler method could be devised for the presentation of collusive suits. His lordship referred to *Rose* v. *Rose, supra*; *Rowley* v. *Rowley* (1866), L. R. 1 Sc. and Div. 63; *Hyman* v. *Hyman* [1929] A.C. 601; 73 SOL. J. 317; *Harriman* v. *Harriman* [1909] P. 123; 53 SOL. J. 265; *Gooch* v. *Gooch* [1893] P. 99; *L.* v. *L.* [1931] P. 63, and the unreported case of *Heath* v. *Heath and Frost*, heard by Lord Merivale on 1st May, 1933, both of which latter decisions his lordship distinguished. In *Gooch* v. *Gooch, supra*, Lord St. Helier, in setting out the effect of the covenant in *Rose* v. *Rose*, had aptly said: "The parties may contract themselves out of their rights, but they cannot contract the court out of its duty. That would be to make a law for themselves." He, the President, had therefore given the petitioner another opportunity to put herself fairly in the hands of the court. Accordingly she had made a discretion statement, and notice of its contents had been given to her husband. She had been recalled, and supported the statement in the witness box. Having considered the facts in the case, he (his lordship) had no hesitation in saying that that was a case in which the court ought to exercise its discretion. There would be a decree *nisi* with costs against the respondent.

COUNSEL: *Bayford*, K.C.; *R. M. Middleton; and H. E. Salt*, for the Petitioner; *The Attorney-General* (Sir Thomas Inskip, K.C.) *and Clifford Mortimer*, for the King's Proctor.

SOLICITORS: *Rowe & Maw; the King's Proctor.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

TABLE OF CASES previously reported in current volume.—Part II.

	PAGE
Adler, William & Co. Limited, *In re*	839, 898
Alexander Drew & Co., Limited, *In re*	876
Alexandrovna (Princess) *v.* Metro-Goldwyn-Mayer Pictures Limited	617
Alfred Leney & Co., Ltd. *v.* Whelan (Inspector of Taxes)	586
Allen *v.* Waters & Co.	784
Andrews *v.* Denaby and Cadeby Main Collieries Ltd.	839
"Arpad," The	534
Aschkenasy *v.* Midland Bank Limited	783
Ashton, *In re*: Sier *v.* Ashton	803
Attorney-General *v.* Eastbourne Corporation	633
Attorney-General *v.* Racecourse Betting Control Board	378
Attorney-General for Ontario *v.* Perry	488
Audit (Local Authorities) Act, 1927, *In re*; *In re* A Decision of H. W. McGrath	586
Badger *v.* James	768
Barrett *v.* London General Insurance Co., Ltd.	898
Bedwas Navigation Colliery Co. (1921) Ltd. *v.* Executive Board for South Wales District Coal Mines Scheme, 1930	535
Belbridge Property Trust, Limited *v.* Milton	489
Bennett, *In re*: Bennett *v.* Bennett	876
Bevis *v.* Bevis	569, 785
Boyce (Inspector of Taxes) *v.* Whitwick Colliery Co. Ltd.	568
Budberg *v.* Jerwood and Ward	878
Central London Railway *v.* Commissioners of Inland Revenue	585
Chesters, *In re*: Whittingham *v.* Chesters	634
Chocolate Express Omnibus Co. Ltd. *v.* London Passenger Transport Board	518
Chunbidya and Others *v.* King-Emperor	897
Coulsdon and Purley Urban District Council *v.* Surrey County Council	535
Conway, Theo. Ltd. *v.* Kenwood	503
Corporation of London *v.* Lyons, Son & Co. (Fruit Brokers) Limited	877
Coventry Corporation *v.* Surrey County Council	567
Cunliffe *v.* Attorney-General	520
Davies and Others *v.* Richard Johnson and Nephew, Limited	877
Davies (otherwise Mason) *v.* Davies	878
Davy *v.* Attorney-General	618
Dawson *v.* Hill	876
Denhert *v.* Denhert and Gamil	520
de Pret-Roose *v.* de Pret-Roose	914
Dickens, *In re*: Dickens *v.* Hawksley and Others	569, 898
Dinshaw *v.* Commissioner of Income Tax, Bombay Presidency	518
Director of Public Prosecutions *v.* Phillips and Another	735
Doyle *v.* White City Stadium Ltd., and Others	601
Duke of Westminster *v.* Commissioners of Inland Revenue	585
Dunn Trust, Ltd. *v.* Asprey	767
Edwardes Square Garden Committee, *In re*: Smith and Others *v.* Mitchell	767
Elliott (Inspector of Taxes) *v.* Burn	550
Errington *v.* Minister of Health	754
Fitzpatrick, *In re*: Deane *v.* de Valera	735
Flint *v.* Lovell	860
Forshaw, *In re*; Wallace *v.* Middlesex Hospital	519, 859
Forster and Another *v.* Williams Deacon's Bank Ltd.	754
Garland, *In re*: Eve *v.* Garland	519
Gissing *v.* Liverpool Corporation	601

	PAGE
Gossage *v.* Gossage and Heaton	551
Harman *v.* Layton-Bennett	820
Haynes *v.* G. Harwood & Son	801
Herbert, *ex parte*	488
Higgs *v.* Higgs	768
Hughes *v.* Union Cold Storage Co. Ltd.	551
Joseph Samson Lyons, *In re*: *Ex parte* Barclays Bank Limited *v.* The Trustee	754
Kay (*orse.* Gunson) *v.* Kay	899, 915
Knight *v.* World Barter and Trading Co., Limited	840
Leeds Corporation *v.* Jenkinson	734
London and North Eastern Railway Company *v.* Hardwick Colliery Company	767
Lord St. Davids *v.* Union Castle Mail Steamship Company, Ltd.	877
McCormick *v.* National Motor and Accident Insurance Union Ltd.	633
M'Gillivray *v.* Hope and Another	503
Marshall *v.* Blackpool Corporation	488
Maundy Gregory, *In re*: *Ex parte* Norton	550
Midland (Amalgamated) District (Coal Mines) Scheme, 1930, *In re* Robert Holliday & Sons Ltd. *v.* Executive Board	803
Mitchell *v.* Alexander	915
Monk *v.* Warbey and Others	783
Montague Burton Ltd. *v.* Commissioners of Inland Revenue	600
Nippon Yusen Kaisha *v.* China Navigation Co. Ltd.	897
O'Connor *v.* Waldron	859
Oceanic Steam Navigation Co. *v.* Evans	838
Pateras and Others *v.* Royal Exchange Assurance	569
Paulin, *In re*, deceased; Crossman, *In re*, deceased	617
Pearce *v.* Maryon-Wilson	860
Peterborough Trust, Ltd. *v.* Steel Industries of Great Britain, Ltd.	861
Phillips *v.* Copping	617
Postmaster-General, H.M., *v.* Birmingham Corporation	840
Privett *v.* Darracq Motor Engineering Co. Limited	550
Rawlinson, deceased, *re*: Wilson and Another *v.* Banks and Others	602
Reference under the Judicial Committee Act, 1833, *In re* a, and *In re* Piracy *Jure Gentium*	585
Rex *v.* Davidson	821
Rex *v.* Donovan	601
Rex *v.* Holding	841
Rex *v.* James Wright	879
Rex *v.* Joseph Waldman	634
Rex *v.* Long	841
Rex *v.* Manser	769
Rex *v.* Milk Marketing Board: *Ex parte* North	536
Rex *v.* Minister of Health: *Ex parte* Purfleet Urban District Council	633
Rex *v.* Proprietor, Printer, and Publishers of the "Daily Worker"; *ex parte* Goulding and Others. Rex *v.* Editors, Printers, and Publishers of the "Star," "Daily Telegraph," and "New Leader"; *ex parte* Goulding and Others	860
Robinson *v.* Graves	536
Rugby School Governors *v.* Tannahill	801
Russian and English Bank *v.* Baring Brothers & Co. (No. 3)	876
Russo-Asiatic Bank, *In re*; Russian Bank for Foreign Trade, *In re*	647
Seeberg Brothers *v.* Russian Wood Agency, Limited	915
Scott *v.* Commissioners of Inland Revenue	838
Shaw and Others *v.* London County Council and Another	519, 734
Sheo Swarup and Others *v.* The King-Emperor	600
Sigsworth, *In re*: Bedford *v.* Bedford	735
Smith, *In re*: Trevor *v.* Goodhall	839
Snowdon v. Ecclesiastical Commissioners	820
Solicitor, *In re* a	587
South-East Lancashire Insurance Co., Limited, *In re*	859
Stanton *v.* Laws	802
Stokes *v.* Little	784
Strickland *v.* Bonnici	820
Thompson *v.* Thompson	820
Trinder *v.* Trinder and Midwinter	914
Trollope, Geo., & Sons *v.* Martyn Bros.	568
Van den Berghs Ltd. *v.* Clark (Inspector of Taxes)	568
Versicherungs und Transport Aktiengesellschaft Daugava *v.* Henderson	503
Volkers *v.* Volkers (Wingate cited) (on Answer)	785
Waring *v.* London and Manchester Assurance, Co., Ltd.	860
Weight (Inspector of Taxes) *v.* Salmon	617
Wheeler *v.* Wirral Estates Ltd	802
White and Another *v.* Bambridge	734
Williamson *v.* Ough (Inspector of Taxes)	585
Winmill *v.* Winmill	536
Withers *v.* Spicer. Rawlence and Squarey *v.* Same	802

Reviews.

Michael & Will on the Law relating to Gas and Water. Eighth Edition. 1935. In two volumes. Vol. II—Water. By the late F. T. Villiers Bayly, of the Middle Temple, Barrister-at-Law, and Harold I. Willis, B.A., B.C.L., of the Middle Temple, Barrister-at-Law. Royal 8vo. pp. cxiii and (with Index) 849. London: Butterworth and Co. (Publishers), Ltd. 63s. net.

"Michael & Will" has for many years been *the* standard work on the important subjects of gas and water. The new departure, adopted in the previous edition, of publishing the work in two distinct volumes, has proved most successful. The great task of re-organisation and re-construction was undertaken by Mr. Villiers Bayly, and the present edition was revised and re-written by the same learned editor. It is a matter for regret that he did not live to see the latest results of his labours. The publishers have been fortunate in the choice of a successor, Mr. H. I. Willis, who has completed the work and carried it through the Press. The task has been well done, and the reputation of the editor and the treatise will be enhanced thereby.

The last edition was published in 1925, and since then many extremely important legislative changes have occurred of far-reaching importance. This edition is, therefore, absolutely essential to everyone concerned with the legal and administrative aspects of the subject.

The work is divided into nine parts, preceded by a general introduction. This latter consists of seventy-nine pages, and is a masterly and exhaustive survey of the subject. It sets out clearly and succinctly the law relating to water supply and water undertakings and the procedure for the obtaining of special statutory powers, both by company and local authority undertakers. It also embraces (*inter alia*) such subjects as compensation water, reservoirs, underground water, pollution, modification of charges, clauses generally inserted in water Acts and recent legislation. Part I deals with the General Water Acts and the Statutory Rules and Orders relating thereto, while Part II deals with the law relating to the Metropolitan supply. These, with Part III, comprising provisions for the prevention of waste and misuse of water, may be considered as the main body of the work.

None the less valuable, however, are Parts IV, V and VI, dealing respectively with rivers pollution prevention, the general powers of local authorities—commonly known as "Public Health Act powers"—and with the promotion of and opposition to Bills in Parliament by local authorities. Substantial alterations have been brought about in Parts V and VI by the Local Government Act, 1933, and these are adequately noted; as is the Rural Water Supplies Act, 1934, the text of which is given.

The Companies Clauses Acts are included in Part VII and the Lands Clauses Acts in Part VIII. As these, or portions thereof, are usually incorporated in private water Acts their inclusion here makes reference to their provisions easy. Part IX deals with recent legislation which is of considerable importance.

The publishers' claim that this is easily the most outstanding and indispensable edition is fully justified. It is unnecessary to point out in detail the merits and value of a work such as this. We have tested it in many places with, as anticipated, satisfactory results. One slight slip, however, is noted on p. 543. A note states with regard to works without the district of the local authority *three months'* notice is necessary. This has been reduced to *six weeks* by s. 78 of the Public Health Act, 1925, as is correctly noted a few lines lower down.

"Michael & Will" is a classic, and the fact that it has reached the eighth edition is eloquent testimony.

Books Received.

The Shops Acts, 1912 to 1934. By W. E. Wilkinson, LL.D. (Lond.), a Solicitor of the Supreme Court. 1934. Demy 8vo. pp. xvi and (with Index) 175. London, Liverpool, Glasgow and Birmingham: The Solicitors' Law Stationery Society, Ltd. 8s. 6d. net.

Jackson's Agricultural Holdings and Tenant Right Valuation. Eighth edition, 1934. By W. Hanbury Aggs, M.A., LL.M., Barrister-at-Law. Demy 8vo. pp. xvi and (with Index) 392. London: Sweet & Maxwell, Ltd. 12s. 6d. net.

Societies.

The Solicitors' Managing Clerks' Association.

Some Legal Problems arising out of Modern Conditions.

In the unavoidable absence of Mr. Justice Goddard, Mr. Wilfred Dell, supported by Mr. N. P. Beecham and Mr. J. Scott Henderson, took the chair at a meeting of this Association held on the 14th December, and Mr. F. J. Tucker, K.C., discussed some legal problems arising out of modern conditions.

He first dealt with fluctuations in rates of exchange, which had never before the war, he said, been so violent or so sudden as in the years since. The question arose at what date foreign currency should be converted into sterling for the purposes of a judgment in tort, in contract, in debt and in an action for account. The problem in tort had been settled by the House of Lords in the *Volturno Case* [1921] A.C. 544. It had been held there that the Italian coinage must be converted into sterling at the rate of exchange prevailing at the date of the ship's detention and not at the date of judgment as contended by the appellants. When, however, separate items of damage resulted from a wrongful act, the material date would be the date when liability for the necessary outlay to remedy damage was incurred. It appeared from the speech of Lord Sumner that repairs effected in Italy for a sum of lire would be converted into sterling at the date when the liability was incurred, and not at the date of the negligent act which made them necessary.

In another recent Admiralty case, *The Baarn* [1933] A.C. 251, and [1934] A.C. 171, Scrutton, L.J., had decided that a deposit which could not be converted into sterling could not satisfy or reduce damages payable in sterling. This seemed to settle the problem that might arise in a case of tort where, after action brought but before judgment, a sum sufficient in foreign currency to satisfy the plaintiff's claim to special damage was paid by the defendant in the plaintiff's country. Roche, J. had decided in the case of *Di Ferdinando* v. *Simon Smits and Company* [1920] 3 K.B. 409, that the material date for the conversion into sterling in an action for damages for breach of contract was the date of the breach. In this country a failure to pay a sum agreed to be paid in a foreign currency was regarded as an action for damages for failure to deliver goods. Nevertheless, some cases of this kind were illuminating. In *Peyrae* v. *Wilkinson* [1924] 2 K.B. 166, it had been held that a debt payable in foreign currency must be converted at the rate of exchange prevailing when the debt became due and not at the date of judgment. Thus, in tort, breach of contract and debt it had now been established that the material date was the date when the cause of action arose. This made it necessary to consider precisely when the cause did arise. For example, if a customer sued a bank for the balance of his account payable in foreign currency, the cause arose only on demand, even though he demanded several months or years before he issued a writ. If in the converse case a banker sued his customer on an overdraft account there might be some doubt whether the conversion was held to take place on the whole sum due when the account was finally closed or at each half-yearly capitalisation of interest. The case of *Inland Revenue Commissioners* v. *Holder* [1931] 2 K.B. 81 and [1933] A.C. 624, was instructive on this point. Another problem was that of the person who had obtained judgment in this country against a foreigner who had no assets except a credit account in foreign currency at the overseas branch of an English Bank. In *Richardson* v. *Richardson* [1927] P. 228, it had been decided that the credit account of a judgment debtor at a Kenya branch could not be attached by means of a garnishee order served on the head office of the bank in London. The *Le Touquet Case* needed to be carefully compared with the *Baarn Case*; the former was an action of debt whereas the latter was an action *in rem* for damages for tort; in the former the payment was made after writ but before judgment, whereas in the latter payment would have been after the equivalent of an interlocutory judgment for the assessment of damages. To discover the appropriate date in an action for an account the cases of *Manners* v. *Pearson* [1898] 1 Ch. 481, the *Volturno* and the *British American Continental Bank* cases should be studied. The precise date was still open to doubt. In the case of *Feist* v. *Société Intercommunale Belge d'Electricité* [1934] A.C. 161, it had been held that a gold clause referred to the means by which the amount of indebtedness should be measured and ascertained. This construction left open the question of whether an effective bargain could be made for a debt to be paid only in one form of legal tender.

Foreign Confiscatory Legislation and the Use of the Highway.

Russian confiscations had occupied the attention of the courts on many occasions and provided most intricate problems. The matter had come to a head in *Lazzard Brothers* v. *Midland Bank* [1933] A.C. 289, in which the House of Lords had held that the bank in question had no juristic existence in 1930, and consequently could not be sued. The effect of Russian legislation was still a question of fact to be proved in every case. In the case of *Luther* v. *Sagor* [1921] 3 K.B. 532, the Court of Appeal had had to decide the very important question as to whether the recognition of the Soviet Government was retrospective, and had declared in the affirmative.

A third problem arising out of modern conditions was the use of the highway. This constituted a very pressing problem which was unlikely to be helped very much as long as the country continued to allow pedestrian and cyclist to use the highway in the same unrestricted manner as that of hundreds of years ago, while at the same time encouraging the manufacture and the user of high-speed motor cars. It was not practical at the present time to measure the duty of the motorist by the rule in *Davies* v. *Mann*. In *Tinlins* v. *White Cross Insurance Association* [1927] 3 K.B. 327, and *James* v. *British General Insurance Company* [1927] 2 K.B. 311, it had been held that insurance against consequences of criminal negligence was not contrary to public policy, and now third party insurance governing all negligence, civil and criminal, was compulsory. The system had no doubt come to stay, but was it—asked Mr. Tucker—too late to confer on a company the right, or even the duty, to recover from an assured in every case where negligence was established some percentage of the compensation payable to the insured person under the policy?

The Hardwicke Society.

The annual Ladies' Night Debate will be held in the Middle Temple Hall, by courtesy of the Masters of the Bench, on Tuesday, 12th February, 1935, when The Right Hon. George Lansbury, M.P., will be one of the principal speakers.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Court Room on Tuesday, 18th December, 1934 (Chairman, Mr. P. H. North Lewis), the subject for debate was: "That the case of *Todrick* v. *Western National Omnibus Co. Ltd.* [1924] Ch. 561, was wrongly decided." Mr. H. Lightman opened in the affirmative. Mr. J. T. Molony opened in the negative. Mr. R. H. Landman seconded in the affirmative. Mr. R. W. Jackling seconded in the negative. The following members also spoke: Messrs. J. H. G. Buller, H. J. Parton, J. Roberts, J. E. Terry and P. W. Iliff. The opener having replied, and the chairman having summed up, the motion was lost by one vote. There were sixteen members and two visitors present.

The Law Society.

HONOURS EXAMINATION.

NOVEMBER, 1934.

The names of the Solicitors to whom the Candidates served under Articles of Clerkship are printed in parentheses.

At the Examination for Honours of Candidates for Admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to Honorary Distinction:—

FIRST CLASS.

(In order of merit.)

1. Stephen Justice Constance (The Honble. Edward Granville Eliot, B.A., of the firm of Messrs. Tamplin, Joseph, Ponsonby, Ryde & Flux, of London).
   Ronald Kenelm Kerr, B.A., Cantab. (Mr. Ion Buchanan Pritchard, M.A., of London and York).
2. Charles Leonard Fawcett, B.A. Oxon (Mr. Percival Charles Fawcett, of the firm of Messrs. Stephenson, Harwood & Tatham, of London).
   Aslan Lionel Hamwee, B.A. Oxon, B.A. Manchester (Mr. Neville Hamwee, LL.B., of Manchester).
   Ieuan Ap Griffith Hughes (Mr. William Arthur Vere Churton, B.A., LL.B., of the firm of Messrs. W. H. Churton and Son, of Chester).
3. Joseph Dubovie (Mr. Reuben Lieberman, of the firm of Messrs. Lieberman, Leigh & Co., of London).
   Stephen Norton Gore, LL.B. Birmingham (Mr. John Brook Allon, B.A., of Wolverhampton).

SECOND CLASS.

(In alphabetical order.)

James Priestley Aspden, LL.B. Manchester (Mr. William Henry Warhurst, LL.B., of Accrington).

Joseph Benjamin, LL.B. London (Mr. Isaac Hyman Benjamin, of the firm of Messrs. J. Ivor Evans & Benjamin, of Swansea).

Ronald Charles Wilson Blackburn (Mr. Cecil George Willoughby, M.A., B.C.L., LL.B., of the firm of Messrs. Hingley, Roll & Willoughby, of Eastbourne).

Edgar Thomas Spry Byass (Mr. George Henry Boyce Peters, of the firm of Messrs. Blaker & Peters, of Chichester; and Messrs. Andrew, Purves, Sutton & Creery, of London).

Frank Entwistle (Mr. Walter Heap, of Lytham St. Annes).

Cyril Ernest Flack (Sir Alfred Baker, J.P., of the firm of Messrs. Kenneth Brown, Baker, Baker, of London).

John Herman Godden (Mr. Daniel Kenneth Capper Birt, LL.B., of the firm of Messrs. Birt & Son, of London).

Sidney Zebulun Manches, LL.B. London (Mr. Joseph David Jacobs, of the firm of Messrs. Nicholson, Graham & Jones, of London).

Albert Wyatt Martin (Mr. Fred Stanley Dodson, of the firm of Messrs. Dodson & Pulman, of Taunton).

Frederick John Rooth (Mr. William Edmund Wakerley, of the firm of Messrs. Jones & Middleton, of Chesterfield).

Donald Harrop Shuttleworth, B.C.L. Oxon, LL.B. Birmingham (Mr. Albert Edward Victor Sherwood and Mr. William Charles Camm, both of the firm of Messrs. Slater and Camm, of Dudley).

Alfred Edward Flint Walker, LL.B. London (Mr. George Thornton Simpson, B.A., of the firm of Messrs. Acton, Marriott and Simpson, of Nottingham).

Iorwerth John Watkins (Mr. Howell Lang Lang-Coath, of Swansea).

Charles Fisher Williams, B.A. Oxon (Sir Charles Augustus Woolley, J.P., and Mr. Arthur William Ball, both of the firm of Messrs. A. C. Woolley & Bevis, of Brighton).

Arthur George Woods, B.A. Cantab. (Mr. James Osmond Frodsham, of the firm of Messrs. J. Frodsham & Sons, of St. Helens).

THIRD CLASS.

(In alphabetical order.)

Alfred Patten Baskerville (Mr. John Eustace Jones, of the firm of Messrs. Walker, Smith & Way, of Chester).

Gerald Austin Bernhard (Mr. Ronald Bruce McDonald, of the firm of Messrs. Joynson-Hicks & Co., of London).

Charles Robert Beveridge, B.A. Cantab. (Mr. Robert Thompson Douglas Stoneham, of the firm of Messrs. Stoneham and Sons, of London).

Abraham Bluestein (Mr. Frank Wynne Davies, B.A., LL.B., of the firm of Messrs. Davies, Arnold & Co., of London).

Thomas Heseltine Brown (Mr. Reginald Frankland White, of the firm of Messrs. Buchannan & White, of Whitby).

Reginald John Horby Cleaver (Mr. Harry Reginald Cleaver, of the firm of Messrs. Rickards & Cleaver, of Alfreton).

Frederick Lister Croft, LL.B. Liverpool (Mr. Walter Moon, of Liverpool).

James Gaukroger (Mr. Theodore Leslie Thompson, of the firm of Messrs. Ivens & Thompson, of Cheltenham; and Mr. Cornelius Hale Saunders, of the firms of Messrs. Saunders and Breakwell and Messrs. Moore-Bayley & Co., both of Birmingham).

Mervyn John Hiam Harrison (Mr. George Lewis Day, M.A., of the firm of Messrs. Day & Son, of St. Ives, Hunts).

John Michael Hillman (Mr. Hubert James Hillman, of the firm of Messrs. Hillman & Son, of Lewes; and Mr. Alfred Warren Butler, of the firms of Messrs. Barnes & Butler and Messrs. W. L. Dell & Co., both of London).

Joseph Edward Hudson (Mr. Frederick Wilson, of the firm of Messrs. Sedgwick, Turner, Smith & Wilson, of Watford).

Kenneth Oliver George Huntley, LL.B. Liverpool (Mr. Arthur McDouall Hannay; and Mr. George Rope Cook, both of the firm of Messrs. Hannay, Horton & Cook, of Liverpool).

Richard Adrian Smith Jerome, B.A. Oxon (Mr. Adrian Jerome Smith Jerome, M.A., of the firm of Messrs. Gunner, Wilson & Jerome, of Shanklin).

Lionel Lazarus (Mr. Solomon Teff, B.A., of the firm of Messrs. Teff & Teff, of London).

Benjamin Roy Lewis, LL.B. Leeds (Mr. William Mercer Wade, M.A., LL.B., of the firm of Messrs. Booth, Wade, Lomas-Walker & Colbeck, of Leeds).

John Reuben Rayment (Mr. William Francis Horden, of the firm of Messrs. Pritchard, Horden & Newey, of Birmingham).

Ronald Maurice Simons (Mr. Walter Goodwin, of London).

Leonard Tobin (Mr. Jonathan Edward Harris, of London).

Sidney James Vardon, B.A. Oxon (Mr. Charles Harold Noel Adams, B.A., of the firm of Messrs. Hunt, Nicholson, Adams and Co., of Lewes; and Messrs. Tamplin, Joseph, Ponsonby, Ryde & Flux, of London).

Leslie Hyam Weinberg (Mr. Sydney Walter Price, of Liverpool).

Adolph Abraham Wolff (Mr. Harry Cliff Haselgrove, LL.B., of the firm of Messrs. Cartwright, Cunningham, Haselgrove and Co., of London).

The Council of The Law Society have accordingly given a Class Certificate and awarded the following Prizes:—

To Messrs. Constance and Kerr, each—The Clement's Inn Prize—Value about £21.

To Messrs. Fawcett, Hamwee and Hughes, each—The Daniel Reardon Prize—Value about £7 7s.

To Messrs. Dubovie and Gore, each—The Clifford's Inn Prize—Value £5 5s.

The Council have given Class Certificates to the Candidates in the Second and Third Classes.

One hundred and ninety candidates gave notice for Examination.

Rules and Orders.

THE RULES OF THE SUPREME COURT (No. 5), 1934. DATED DECEMBER 11, 1934.

We, the Rule Committee of the Supreme Court, hereby make the following Rules:—

1. The following amendments shall be made in Order XVI:—

(*a*) In paragraph (4) of Rule 23, the words "or Court of Appeal" shall be omitted.

(*b*) At the end of Rule 23 there shall be inserted the following words:—

"The certificate shall bear the date on which the application is granted by the Committee."

(*c*) In Rule 25, the words "The certificate shall be filed by the conducting solicitor" shall be omitted, and the following words shall be substituted therefor:—

"Before taking any other step in the proceedings, the conducting solicitor shall file the certificate—."

(*d*) In paragraph (5) of Rule 28, after the words "shall direct" there shall be inserted the words "a sum of money," and after the words "conducting solicitor" the words "any sum of money not exceeding in the first instance the sum of £5" shall be omitted.

(*e*) Paragraph (1) of Rule 30 shall be omitted, and the following paragraph shall be substituted therefor:—

"(1) After the date on which the certificate is granted, no poor person nor any solicitor nominated to conduct the proceedings for him shall enter into any settlement or compromise, whether before or after the commencement of the proceedings, nor discontinue the proceedings, without the leave of the Court or a Judge, or, where no Court order is required, of the Committee."

(*f*) Rule 31A shall be revoked, and the following Rule shall be substituted therefor:—

"31A.—(1) In matrimonial causes every pleading shall be settled by counsel.

"(2) Proofs of the witnesses shall be furnished to counsel with the instructions to settle the pleadings.

"(3) This Rule shall not apply to petitions for alimony or maintenance or to answers to such petitions."

(*g*) The following Rules shall be substituted for Rule 31B, which is hereby revoked:—

"31B.—(1) The Court or a Judge may order the out-of-pocket expenses of a poor person to be paid by any other party. Where such an order is made it shall be deemed to include all out-of-pocket expenses properly incurred in the course of the proceedings, but not office expenses, or fees to counsel, or Court fees.

"(2) Where it appears to the Court or a Judge that any other party has acted unreasonably in bringing or defending the proceedings or in his conduct of them, or that the special circumstances of the case require it, the Court or Judge may order the other party to pay the costs of the Poor Person, including profit costs, or a proportion of profit costs, or a sum of money in respect thereof, in addition to out of pocket expenses properly incurred in the course of the proceedings, but not fees to counsel or Court fees.

"(3) Where it appears to the Court or a Judge that the proceedings are of such length or difficulty as to throw an unusual burden on the solicitor acting for the Poor Person, the Court or Judge may order the other party to pay, in addition to out-of-pocket expenses properly incurred in the course of the proceedings, such sum as the Court or Judge thinks fit in respect of such unusual burden.

"(4) All out-of-pocket expenses and other costs ordered to be paid under this Rule shall be taxed.

"(5) Where an order is made to pay costs under paragraphs (2) or (3) of this Rule, the order shall not be enforced without the leave of the Court or a Judge, and the Court or Judge may refuse leave if satisfied by the party ordered to pay the costs that he has not the means to pay them.

"In this paragraph 'means' shall include insurance or other indemnity.

"31BB.—Where it appears to the Court or a Judge that the certificate was obtained by fraud or misrepresentation the Court or Judge may order the Poor Person

to pay the costs of the other party, and where such an order is made, the costs shall be taxed as if the party ordered to pay them were not a Poor Person."

(*h*) At the end of Rule 31C the following paragraph shall be added :—

" (2) In this Rule, money or property recovered includes money or property recovered by virtue of a settlement or compromise."

(*i*) The following paragraph shall be added to Rule 31E :—

" (2) Where any such Poor Person is a party to an appeal to the Court of Appeal either as respondent, or, subject to the provisions of the preceding paragraph of this Rule, as appellant, the provisions of Rules 22 to 31D of this Order shall apply, so far as applicable."

2. In paragraph (4) of Rule 2 of Order 38A the words " The Lord Chancellor may, after consultation with the Lord Chief Justice, arrange that " shall be omitted.

3. The following amendments shall be made in Order LIV :—

(*a*) The following Rule shall be inserted after Rule 11 and shall stand as Rule 11A :—

" 11A. The jurisdiction conferred on the Court by sections 3, 5, 6, 8, 9 and 13 of the Arbitration Act, 1934,* may be exercised by a Judge in Chambers."

(*b*)—(1) The following words shall be inserted at the beginning of Rule 12A :—

" Without prejudice to such jurisdiction and powers as he may possess by virtue of Rule 12."

(2) The following words shall be inserted at the end of Rule 12A :—

" or section 12 (2) of the Arbitration Act, 1934."

4. In paragraph (*d*) of Rule 20 of Order LVIII the words " to which this Rule applies " shall be substituted for the words " under the said Act to the Court of Appeal."

5. The following amendments shall be made in Order LIX :—

(*a*) Paragraph (*c*) of Rule 1 is hereby revoked.

(*b*) In Rule 9 the words " county courts and other inferior courts of record of civil jurisdiction " shall be omitted and the words " inferior courts of record of civil jurisdiction, except county courts " shall be substituted therefor.

(*c*) In Rule 17 the words " appeals from county courts and other inferior courts of record of civil jurisdiction to the High Court " shall be omitted and the words " appeals to the High Court from inferior courts of record of civil jurisdiction, except county courts " shall be substituted therefor.

6. In Form 74A in Appendix K the words " together with the affidavit of service " shall be omitted.

7.—(1) These Rules may be cited as the Rules of the Supreme Court (No. 5), 1934, and the Rules of the Supreme Court, 1883,† shall have effect as amended by these Rules.

(2) These Rules shall come into operation on the 1st day of January, 1935.

Dated the 11th day of December, 1934.

Sankey, C.	*A. C. Clauson*, J.
Hewart, C.J.	*T. J. O'Connor.*
Hanworth, M.R.	*A. W. Cockburn.*
F. B. Merriman, P.	*C. H. Morton.*
F. H. Maugham, L.J.	

* 24–5 G. 5. c. 14.

† S.R. & O. Rev. 1904, XII, Supreme Court, E. pp. 54–117 (printed as amended to December 31, 1903). For subsequent amendments, *see* " Index to S.R. & O. in Force, June 30, 1933 " at pp. 888–91.

The Workmen's Compensation Rules (No. 2), 1934. Dated December 11, 1934.

1. In these Rules " the principal rules " means the Workmen's Compensation Rules, 1926, as amended.*

2. Rule 65A of the principal Rules shall cease to have effect on the 1st day of January, 1935, and is hereby revoked, but nothing in this Rule shall make it necessary to realize investments in stocks funds or securities made before that date.

3. In paragraph (2) of Rule 90 of the principal Rules the words from " money " to the end of the paragraph shall be omitted, and the following words shall be substituted therefor :—

" standing to the credit of the matter in such manner as may be authorized by County Court Funds Rules."

4. Paragraphs (2) and (3) of Rule 91 of the principal Rules shall be omitted.

5. In paragraph (2) of Rule 91A of the principal Rules the words " a cheque for the money " shall be substituted for the words " the provisions of paragraph (2) of Rule 91 shall apply."

6. In the Schedule to Rule 91B of the principal Rules the following addition shall be made as indicated in the following table :—

First Column.	*Second Column.*	*Third Column.*
" Queensland "	The Public Curator of Queensland, Brisbane, Queensland.	The Agent-General for Queensland in London."

7. These Rules may be cited as the Workmen's Compensation Rules (No. 2), 1934, and the Workmen's Compensation Rules, 1926, as amended, shall have effect as further amended by these Rules.

We hereby submit these Rules to the Lord Chancellor.

S. A. Hill Kelly. *C. E. Dyer.*
T. Mordaunt Snagge. *William Procter.*
Barnard Lailey.

I allow these Rules which shall come into force on the 1st day of January 1935. Dated the 11th day of December, 1934.

Sankey, C.

(*) S.R. & O. 1926 (No. 448) p. 829 ; amended by S.R. & O. 1927 (Nos. 392 and 393) pp. 747–8 ; 1929 (Nos. 9 and 267) p. 865 ; 1930 (Nos. 385 and 1002) pp. 1011–21 ; 1931 (Nos. 411 and 1053) pp. 752–3 ; 1932 (No. 910) p. 900 ; 1933 (No. 75) p. 1320; 1934, Nos. 707 and 708.

The Matrimonial Causes (Amendment) Rules, 1934. Dated December 11, 1934.

We, the Rule Committee of the Supreme Court, hereby make the following Rules :—

1. The following heading and Rule shall be inserted after Rule 30 (B) of the Matrimonial Causes Rules, 1924,* and shall stand as Rule 30 (C) :—

" *Discretion.*

30 (C)—(1) (i) In every case in which a party prays that the Court will exercise its discretion under the proviso to Section 178 of the Supreme Court of Judicature (Consolidation) Act, 1925,† to grant a decree nisi notwithstanding his or her adultery, the Petition (or Answer) shall contain a prayer to this effect ;

(ii) The application for the Registrar's certificate under paragraph (A) of this Rule shall state whether or not the Court will be asked to exercise its discretion on behalf of the applicant notwithstanding his or her adultery ;

(iii) Where the discretion of the Court is being sought by reason of the adultery of the applicant for the certificate, there shall be lodged, with the application, a statement signed by the party or his or her solicitor setting forth the acts of adultery committed by him or her and all the facts which it is material for the Court to know for the purpose of the exercise of its discretion ;

(iv) Where the discretion of the Court is sought by a party other than the applicant for the certificate such party shall lodge in the Registry a corresponding statement within ten days after the receipt of notice of setting down.

(2) No such statement as is mentioned in the preceding paragraph shall, except by the direction of the Judge, be open to inspection by any other party to the suit.

This paragraph shall not apply to the King's Proctor, whether he is or is not a party to the suit.

(3) Where such statement contains any allegation of adultery or other matrimonial offence on the part of the other spouse which is not referable to any specific allegation in the pleadings, notice of such allegation shall be given to the said spouse, provided that if the Court at the hearing is satisfied that the failure to give such notice is justified the same may be dispensed with.

(4) Neither the said statement nor the said notice shall be admissible in evidence against the party lodging or giving the same respectively except where the party has referred to the said statement or the said notice in evidence given in open court."

2.—(1) These Rules may be cited as the Matrimonial Causes (Amendment) Rules, 1934, and the Matrimonial Causes Rules, 1924, as amended,‡ shall have effect as further amended by these Rules.

(2) These Rules shall come into operation on the 1st day of January, 1935.

Dated the 11th day of December, 1934.

Sankey, C.	*A. C. Clauson*, J.
Hewart, C.J.	*T. J. O'Connor.*
Hanworth, M.R.	*A. W. Cockburn.*
F. B. Merriman, P.	*C. H. Morton.*
F. H. Maugham, L.J.	

* S.R. & O. 1924 (No. 126) p. 1691. † 15–6 G. 5. c. 49.

‡ *See* S.R. &O. 1925 (No. 74) p. 1536, 1932 (Nos. 49, 283 and 523) pp. 1682–4 and 1933 (No. 646) p. 1822.

THE PUBLIC HEALTH (SHELL-FISH) REGULATIONS, 1934, DATED DECEMBER 7, 1934, MADE BY THE MINISTER OF HEALTH UNDER SECTION 130 OF THE PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. C. 55), THE PUBLIC HEALTH (LONDON) ACT, 1891 (54 & 55 VICT. C. 76.), THE PUBLIC HEALTH ACT, 1896 (59 & 60 VICT. C. 19), AND THE PUBLIC HEALTH (REGULATIONS AS TO FOOD) ACT, 1907 (7 EDW. 7. C. 32). [S.R. & O. 1934, No. 1342, Price. 2d.]

THE COUNTY COURT FUNDS RULES, 1934, DATED NOVEMBER 27, 1934. [S.R. & O. 1934, No. 1315/L.28. Price 5d. net.]

Parliamentary News.

Progress of Bills.

House of Lords.

Aberdeen Corporation Order Confirmation Bill.
Royal Assent. [21st December.
Educational Endowments (Scotland) Bill.
Read First Time. [20th December.
Electricity (Supply) Bill.
Read First Time. [21st December.
Hamilton Burgh Order Confirmation Bill.
Royal Assent. [21st December.
Judiciary (Safeguarding) Bill.
Read Third Time. [20th December.
Ministry of Health Provisional Order (Leicester and Warwick) Bill.
Read First Time. [21st December.
Special Areas (Development and Improvement) Bill.
Royal Assent. [21st December.
Supreme Court of Judicature (Amendment) Bill.
Read Third Time. [20th December.

House of Commons.

British Shipping (Assistance) Bill.
Reported, without Amendment. [20th December.
Educational Endowments (Scotland) Bill.
Read Third Time. [20th December.
Electricity (Supply) Bill.
Read Third Time. [20th December.
Herring Industry Bill.
Read First Time. [21st December.
Housing Bill.
Read First Time. [20th December.
Housing (Scotland) Bill.
Read First Time. [20th December.
Ministry of Health Provisional Order (Cumberland and Lancaster) Bill.
Read Third Time. [21st December.
Ministry of Health Provisional Order (Gloucester and Warwick) Bill.
Read Third Time. [21st December.
Ministry of Health Provisional Order (Guisborough Joint Small-Pox Hospital District) Bill.
Read Second Time. [21st December.
Ministry of Health Provisional Order (Holland and Kesteven) Bill.
Read Third Time. [21st December.
Ministry of Health Provisional Order (Holland and Lindsey) Bill.
Read Third Time. [21st December.
Ministry of Health Provisional Order (Leicester and Warwick) Bill.
Read Third Time. [20th December.
Supreme Court of Judicature (Amendment) Bill.
Read First Time. [20th December.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to approve a recommendation of the Home Secretary that Mr. WILLIAM MONRO ANDREW be appointed Recorder of Dudley, to succeed Mr. W. G. EARENGEY, K.C., who has been appointed a County Court Judge. Mr. Andrew was called to the Bar by Lincoln's Inn in 1921.

Mr. WILLIAM WORSLEY, solicitor, Deputy Town Clerk of Stalybridge, has been recommended for appointment as Town Clerk in succession to the late Mr. Frank H. Worsley. Mr. William Worsley was admitted a solicitor in 1907.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 10th January, 1935.

	Div. Months.	Middle Price 24 Dec. 1934.	Flat Interest Yield.	‡Approximate Yield with redemption
ENGLISH GOVERNMENT SECURITIES			£ s. d.	£ s. d.
Consols 4% 1957 or after	FA	119	3 7 3	2 16 6
Consols 2½%	JAJO	92	2 14 4	—
War Loan 3½% 1952 or after	JD	107¾	3 4 11	2 18 8
Funding 4% Loan 1960-90	MN	120	3 6 8	2 17 4
Funding 3% Loan 1959-69	AO	104⅛	2 17 7	2 15 5
Victory 4% Loan Av. life 29 years	MS	117⅞	3 7 11	3 1 3
Conversion 5% Loan 1944-64	MN	123½	4 1 0	2 1 9
Conversion 4½% Loan 1940-44	JJ	113	3 19 8	2 2 11
Conversion 3½% Loan 1961 or after	AO	110¼	3 3 6	2 18 8
Conversion 3% Loan 1948-53	MS	105¾	2 16 8	2 9 7
Conversion 2½% Loan 1944-49	AO	102	2 9 0	2 4 10
Local Loans 3% Stock 1912 or after	JAJO	96½	3 2 2	—
Bank Stock	AO	378½	3 3 7	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	92½	2 19 6	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	96½	3 2 2	—
India 4½% 1950-55	MN	114	3 18 11	3 6 0
India 3½% 1931 or after	JAJO	99	3 10 8	—
India 3% 1948 or after	JAJO	91½	3 5 7	—
Sudan 4½% 1939-73 Av. life 27 years	FA	124	3 12 7	3 3 4
Sudan 4% 1974 Red. in part after 1950	MN	116	3 9 0	2 15 0
Tanganyika 4% Guaranteed 1951-71	FA	116	3 9 0	2 15 0
L.P.T.B.4½% "T.F.A." Stock 1942-72	JJ	112	4 0 4	2 12 1
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	110	3 12 9	3 6 7
*Australia (C'mm'nw'th) 3¾% 1948-53	JD	104	3 12 1	3 7 8
Canada 4% 1953-58	MS	113	3 10 10	3 1 9
*Natal 3% 1929-49	JJ	100	3 0 0	3 0 0
*New South Wales 3½% 1930-50	JJ	100	3 10 0	3 10 0
*New Zealand 3% 1945	AO	101	2 19 5	2 17 9
Nigeria 4% 1963	AO	114	3 10 2	3 5 0
Queensland 3½% 1950-70	JJ	102	3 8 8	3 6 7
South Africa 3½% 1953-73	JD	107	3 5 5	2 19 10
*Victoria 3½% 1929-49	AO	101	3 9 4	—
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	97	3 1 10	—
*Croydon 3% 1940-60	AO	100	3 0 0	3 0 0
Essex County 3½% 1952-72	JD	105	3 6 8	3 2 8
*Hull 3½% 1925-55	FA	102	3 8 8	—
Leeds 3% 1927 or after	JJ	96	3 2 6	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	108	3 4 10	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	90	2 15 7	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	96½	3 2 2	—
Manchester 3% 1941 or after	FA	98	3 1 3	—
*Metropolitan Consd. 2½% 1920-49	MJSD	100½	2 9 9	—
Metropolitan Water Board 3% "A" 1963-2003	AO	98	3 1 3	3 1 1
Do. do. 3% "B" 1934-2003	MS	99	3 0 7	3 0 8
Do. do. 3% "E" 1953-73	JJ	101xd	2 19 5	2 18 6
Middlesex County Council 4% 1952-72	MN	113	3 10 10	3 1 0
† Do. do. 4½% 1950-70	MN	116	3 17 7	3 4 1
Nottingham 3% Irredeemable	MN	97	3 1 10	—
Sheffield Corp. 3½% 1968	JJ	107xd	3 5 5	3 3 1
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	115xd	3 9 7	—
Gt. Western Rly. 4½% Debenture	JJ	127½xd	3 10 7	—
Gt. Western Rly. 5% Debenture	JJ	133½xd	3 14 11	—
Gt. Western Rly. 5% Rent Charge	FA	133½xd	3 14 11	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	132	3 15 9	—
Gt. Western Rly. 5% Preference	MA	117	4 5 6	—
Southern Rly. 4% Debenture	JJ	114	3 10 2	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	112	3 11 5	3 6 9
Southern Rly. 5% Guaranteed	MA	131½	3 16 1	—
Southern Rly. 5% Preference	MA	118	4 4 9	—

*Not available to Trustees over par. † Not available to Trustees over 115.
‡In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.

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ADVERTISERS' INDEX.

	PAGE
Atlas Assurance Company Ltd.	viii
Baldwin & Sons, Ltd., A. H.	i
Bliss, H. J., & Sons	xiv
Brompton Hospital	iv
Camberwell House	iv
Distressed Gentlefolks' Aid Association	xiii
Drivers & Norris	xiv
Ede & Ravenscroft	xiv
Equity and Law Life Assurance Society	vi
Field & Sons	xiv
Flowerdew & Co., Ltd.	i
Foster & Cranfield	xiv
Gee & Co. (Publishers) Ltd.	viii
General Reversionary and Investment Co.	i
Guarantee Society, Ltd., The	i
Huddersfield Building Society	vii
International Detective Agency	xii
Jackson Stops & Staff	xiv
Jordan & Sons, Ltd.	viii
Kemp's Mercantile Gazette	vii
Knight, Frank & Rutley	xiv
Law Notes Lending Library	i
Law Reversionary Interest Society, Ltd.	vi
Legal & General Assurance Society, Ltd.	v
London Guarantee & Accident Co., Ltd.	i
Maple's	xii
National Hospital	iv
National Library for the Blind	xii
Neale, P.A., & Co.	xii
Ocean Accident & Guarantee Corporation, Ltd.	i
Odell, Hibbard & Co.	vii
Peacock, W. & H.	xiv
Peckham House Mental Hospital	iv
Princess Elizabeth Hospital for Children	xiii
Reversionary Interest Society, Ltd.	i
Royal Surgical Aid Society	xiv
Salter, Rex & Co.	xiv
Salvation Army	iv
Shelton, A. W.	xiv
Society of Incorporated Accountants and Auditors	x
Solicitors' Law Stationery Society, Ltd.	i, ix, x, xi
Stevens & Sons, Ltd.	iv
Surveyors, Valuers, Auctioneers and Estate Agents Directory	ii, iii
Sweet & Maxwell, Ltd.	iv
"Taxation"	ix
Trollope, Geo. & Sons	xiv
Weatherall, Green & Smith	xiv

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